

# EXHIBIT C

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# **2006 ISDA**

# **Definitions**

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**ISDA<sup>®</sup>**

**INTERNATIONAL SWAPS AND DERIVATIVES ASSOCIATION, INC.**

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## INTRODUCTION TO THE 2006 ISDA DEFINITIONS

The 2006 ISDA Definitions (the “2006 Definitions”) are intended for use in confirmations of individual transactions (“Confirmations”) governed by agreements such as the 1992 ISDA Master Agreements and the 2002 ISDA Master Agreement (the “ISDA Master Agreements”) published by the International Swaps and Derivatives Association, Inc. (“ISDA”). Copies of the ISDA Master Agreements are available from the executive offices of ISDA and on the ISDA website, [www.isda.org](http://www.isda.org). A sample form of document constituting a Confirmation is attached as Exhibit I. Exhibits II-A to II-H set out sample forms of specific provisions for inclusion in a Confirmation to document particular types of transactions.

The 2006 Definitions are an update of the 2000 ISDA Definitions (the “2000 Definitions”), which many parties to privately negotiated derivative transactions have incorporated into existing Confirmations or other documents. The 2006 Definitions can be incorporated into future Confirmations or other documents. Existing Confirmations or other documents that incorporate the 2000 Definitions will not, without further action by the parties, be affected by the use of the 2006 Definitions for subsequent transactions.

The purpose of the 2006 Definitions is to provide the basic framework for the documentation of privately negotiated interest rate and currency derivative transactions. Although the 2006 Definitions were drafted with this purpose in mind, ISDA recognizes that parties documenting other types of privately negotiated derivative transactions might find it helpful to incorporate the 2006 Definitions into Confirmations for those transactions. For example, when documenting an equity swap transaction using the 2002 ISDA Equity Derivatives Definitions or a commodity swap using the 2005 ISDA Commodity Derivatives Definitions, parties may wish to incorporate the 2006 Definitions into the relevant Confirmation in order to document more easily floating or fixed payments arising under those transactions.

As in the case of other product-specific sets of definitions published by ISDA, parties using the 2006 Definitions to document a transaction may adapt or supplement the standard provisions set out in the 2006 Definitions in accordance with the specific economic terms agreed between them.

The 2006 Definitions may be updated in the future to include additional definitions and provisions, and it is anticipated that currency and floating rate option definitions (and related definitions and provisions) will be added or changed from time to time as transactions involving rates and currencies not included in the 2006 Definitions become more prevalent or as necessary to reflect market practice. ISDA anticipates that it will publish amendments and supplements to the 2006 Definitions from time to time (including on its website, [www.isda.org](http://www.isda.org)). At any time a copy of the then-current version of the 2006 Definitions can be obtained from the executive offices of ISDA and also from the ISDA website.

**Unless otherwise agreed, where parties incorporate the 2006 Definitions into a Confirmation, they will incorporate the 2006 Definitions as amended and supplemented through the date on which they enter into the relevant transaction.** Amendments and supplements to the 2006 Definitions will be deemed to have been made when published by ISDA. If parties want to exclude one or more amendments or supplements made to the 2006 Definitions, they should, in the relevant Confirmation, specify the amendment(s) or supplement(s) that they want to exclude or specify an “as amended and supplemented through” date (e.g., “as amended and supplemented through January 1, 2008”).

ISDA has provided the 2006 Definitions to assist the smooth and efficient functioning of privately negotiated derivatives activity by providing a common set of terms for parties to use in preparing Confirmations. *The precise documentation of each individual transaction remains, however, the responsibility of the parties concerned. ISDA does not assume any responsibility for any use to which the 2006 Definitions may be put, including, without limitation, any use of the 2006 Definitions in connection with any privately negotiated derivative transaction. Each party to a transaction evidenced by a Confirmation or other document referring to or incorporating the 2006 Definitions must satisfy itself that the 2006 Definitions are appropriate for the transaction, have been properly used or adapted in that Confirmation or other document and that the Confirmation or other document has generally been properly drafted, in each case to reflect the commercial intentions of the parties.*

ISDA has not undertaken to review all applicable laws and regulations of any jurisdiction in which the 2006 Definitions may be used or any jurisdiction the currency of which may be the subject of a privately negotiated derivative transaction, and therefore parties are advised to consider the application of any relevant jurisdiction's regulatory, tax, accounting, exchange or other requirements that may exist in connection with entering into and documenting such a transaction.

## CHANGES IN THE DEFINITIONS FROM THE 2000 DEFINITIONS

The 2006 Definitions reflect a number of changes from the 2000 Definitions:

- **Consolidated Structure.** Certain definitions and provisions of the 2000 Definitions (including the Rate Options and related provisions) that were anticipated to need periodic updating were published in the Annex to the 2000 Definitions. There is no Annex to the 2006 Definitions. All definitions and provisions of the 2006 Definitions, including the Rate Options and related provisions, are contained in a single document, the 2006 Definitions.
- **Day Count Fractions.** In the course of developing the 2006 Definitions, ISDA surveyed its membership on usage of the day count fraction provisions in the 2000 Definitions with the goal of making them easier to use and to ensure that, as described, they are in accordance with market practice. In response to feedback received, the definition of the actual/actual day count fraction contained in Section 4.16(b) has been modified to add “Actual/Actual (ISDA)” and “Act/Act (ISDA)” and to eliminate “Actual/365”, “Act/365” and “A/365” as designations for that day count fraction. Feedback suggested that the former terms are commonly used, whereas the latter terms are now rarely used in the market. The substance of the definition for this day count fraction remains unchanged from the 2000 Definitions.

A definition for an actual/actual day count fraction based on Rule 251 of the statutes, by-laws, rules and recommendations of the International Capital Market Association (“ICMA”) has also been included as a new Section 4.16(c). This is based on the provision that was included in the Introduction to the 2000 Definitions as a suggested way in which parties could provide for such a day count fraction to apply to a transaction, an approach which appears to have been commonly adopted in the market. The 30/360 (or “Bond Basis”) day count fraction in Section 4.16(f) is now expressed as a formula but has not been modified in substance. The formula is designed to yield the same results in practice as the previous version of this day count fraction included in the 2000 Definitions.

In addition, the 2006 Definitions contain two alternative versions of the 30E/360 day count fraction. The 30E/360 (or “Eurobond Basis”) day count fraction in Section 4.16(g) has been modified from the version of the day count fraction with that designation included in the 2000 Definitions to reflect the formulation of 30E/360 used by organizations such as ICMA and the Fédération Bancaire Française, as well as in the Microsoft Excel spreadsheet software and by financial software vendors. The day count fraction in Section 4.16(h) of these 2006 Definitions, designated “30E/360 (ISDA)”, is designed to yield the same results in practice as the version of the 30E/360 day count fraction included in the 2000 Definitions. Both versions of the 30E/360 day count fraction included in the 2006 Definitions are expressed as formulas.

- **Mark-to-Market Currency Swap Provisions.** Article 10 of the 2006 Definitions provides definitions and provisions to enable parties to document mark-to-market currency swap transactions (“Mark-to-market Currency Swaps”). These transactions involve two currencies, with the Currency Amount in respect of one party being subject to periodic adjustment during the term of the transaction by reference to the then-prevailing currency exchange rate for the relevant currencies (the “Variable Currency Amount”), while the Currency Amount in respect of the other party remains constant (the “Constant Currency Amount”). In addition to any payments of Fixed Amounts and/or Floating Amounts, on each Payment Date an amount is payable by one party to the other on account of any such adjustment in the Variable Currency Amount (an “MTM Amount”). Exhibit II-H provides Additional Provisions for a Confirmation of a Swap Transaction that is a Mark-to-market Currency Swap.

- **Swaption Straddles.** Supplement 14 to the 2000 Definitions provided market participants with definitions and provisions to enable them to document swaption straddle transactions under those Definitions. The 2006 Definitions include similar terms and Exhibit II-E now provides Additional Provisions for a Confirmation of a Swap Transaction that is a Swaption or Swaption Straddle.
- **Settlement Matrix and MTM Matrix.** Users of the 2000 Definitions will probably already be familiar with the ISDA Settlement Matrix for Early Termination and Swaptions (the “Settlement Matrix”). Separately from the 2006 Definitions, ISDA will update the Settlement Matrix for use with the 2006 Definitions and publish a new matrix, the 2006 ISDA Definitions MTM Matrix for Mark-to-market Currency Swaps (the “MTM Matrix”).

As described in Article 19 of these 2006 Definitions, the Settlement Matrix is deemed to apply to (i) transactions that feature early termination provisions and (ii) swaptions, in each case where they involve a currency that is included in the Settlement Matrix. Similarly, as described in Article 10, the MTM Matrix is deemed to apply to Mark-to-market Currency Swaps that involve a currency pair that is included in the MTM Matrix. Neither matrix will apply to a transaction if the parties to that transaction specify accordingly in the related Confirmation. Where a matrix applies to a transaction, certain elections that the parties would otherwise have to make in the relevant Confirmation will be deemed to be made in accordance with the elections specified in the matrix, except to the extent that such elections are inconsistent with terms specified by the parties in the Confirmation.

Each matrix will be updated and/or expanded from time to time, with each new version published on ISDA’s website, [www.isda.org](http://www.isda.org). Where parties enter into a transaction to which a matrix applies, the version of the matrix that will be deemed to apply will be the most recently published version of the matrix as of the date on which they enter into that transaction. If parties wish to apply the terms of an earlier version of the matrix, they can specify the version of the matrix that they want to apply in their Confirmation.

- **Rate Options.** Many of the rate option definitions contained in Section 7.1 of the 2006 Definitions have been amended, and various additional definitions have been included. In definitions of individual rate options that reference screen-based rate sources, the 2006 Definitions refer to only one Information Vendor due to the need to provide for one authoritative source in the event of a dispute. However, in response to requests from market participants and where warranted by market usage, the 2006 Definitions include multiple rate option definitions for certain floating rates, with each one referencing a different Information Vendor (*e.g.*, separate CAD-LIBOR-BBA rate options reference Reuters, Bloomberg and SwapMarker sources). ISDA wishes to make clear that users of the 2006 Definitions are free, as a matter of operational convenience, to obtain rate information from sources other than the one listed in a specific rate option (including from other Information Vendors), bearing in mind that in the event of a discrepancy between the source actually used and the source referred to in the rate option definition, the latter will prevail.

## PRACTICE NOTES

- **Information Vendors.** Apart from certain arrangements with ICAP plc and Reuters in relation to collecting information for publication on certain Reuters ISDAFIX pages, and the fact that certain relevant organizations may be associate members of ISDA, ISDA has no relationship with, is not affiliated with and has not received compensation from any of the organizations (“Information Vendors”) that have created or publish or provide the information that serves as a basis for the rates referred to in the 2006 Definitions. ISDA does not assume any responsibility for the non-availability or miscalculation of, or any error or omission in, any of the rates referred to in the 2006 Definitions

and does not assume any responsibility for any use of any rate, price or published index in connection with a Swap Transaction or in connection with any other transaction.

## 2006 ISDA DEFINITIONS

Any or all of the following definitions and provisions may be incorporated into a document (including in electronic form) by wording in the document indicating that, or the extent to which, the document is subject to the 2006 ISDA Definitions (the “2006 Definitions”), as published by the International Swaps and Derivatives Association, Inc. (“ISDA”). Unless otherwise agreed, where parties incorporate the 2006 Definitions into a document (including in electronic form), they will incorporate the 2006 Definitions as amended and supplemented through the date on which they enter into the relevant transaction or agreement. If parties want to exclude one or more amendments or supplements made to the 2006 Definitions, they should, in the relevant Confirmation, specify the amendment(s) or supplement(s) they wish to exclude or specify an “as amended and supplemented through” date. All definitions and provisions so incorporated in a document will be applicable to that document unless otherwise provided in that document, and all terms defined in these 2006 Definitions and used in any definition or provision that is incorporated by reference in a document will have the respective meanings set forth in these 2006 Definitions unless otherwise provided in that document. Any term used in a document will, when combined with the name of a party, have meaning in respect of the named party only.

## ARTICLE 1

### CERTAIN GENERAL DEFINITIONS

**Section 1.1. Swap Transaction.** “Swap Transaction” means (a) any transaction which is a rate swap transaction, basis swap, forward rate transaction, interest rate cap transaction, interest rate floor transaction, interest rate collar transaction, currency swap transaction, cross-currency rate swap transaction, or any other similar transaction, including an Option Transaction, (b) any combination of these transactions, (c) any transaction evidenced by a document (including a message in electronic form) that incorporates these 2006 Definitions and (d) any other transaction identified as a Swap Transaction in the related Confirmation.

**Section 1.2. Confirmation.** “Confirmation” means, with respect to a Swap Transaction, one or more documents or other confirming evidence exchanged between the parties (including by means of an electronic messaging system or e-mail) or otherwise effective which, taken together, confirm all of the terms of that Swap Transaction.

**Section 1.3. Banking Day.** “Banking Day” means, in respect of any city, any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in that city.

**Section 1.4. Business Day.** “Business Day” means, in respect of any date that is specified in these 2006 Definitions or in a Confirmation to be subject to adjustment in accordance with any applicable Business Day Convention, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the place(s) and on the days specified for that purpose in the related Confirmation, a TARGET Settlement Day (if “TARGET” or “TARGET Settlement Day” is specified for that purpose in the related Confirmation), a New York Fed Business Day (if “Federal Reserve”, “New York Fed” or “New York Fed Business Day” is specified for that purpose in the related Confirmation), a NYSE Business Day (if “New York Stock Exchange”, “NYSE” or “NYSE Business Day” is specified for that purpose in the related Confirmation) and, if place(s) and days, or such terms, are not so specified, a day:

(a) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the same currency as the payment obligation that is payable on or calculated by reference to that date in:

(i) the financial center(s) indicated for such currency in Section 1.5 (Financial Centers);

(ii) the financial center(s) indicated for such currency in Section 1.6 (Certain Business Days); and

(iii) the principal financial center of such currency, if the currency is other than those currencies specified in Section 1.7 (Currencies); and

(b) that is a TARGET Settlement Day, if the currency of the payment obligation that is payable on or calculated by reference to that date is the euro; and

(c) that is a Business Day or TARGET Settlement Day, as the case may be, in respect of each relevant currency, where the payment obligations that are payable on or calculated by reference to that date are denominated in different currencies.

**Section 1.5. Financial Centers.** For purposes of Section 1.4(a)(i), Section 12.4(a) or Section 18.2(m)(i)(A), the financial center(s) for each of the following currencies is indicated below:

<u>Currency</u>	<u>Financial Center(s)</u>
Argentine Peso	Buenos Aires
Australian Dollar	Sydney
Brazilian Real	São Paulo
Chilean Peso	Santiago
Chinese Renminbi	Beijing
Czech Koruna	Prague
Danish Krone	Copenhagen
Estonian Kroon	Tallinn
Hong Kong Dollar	Hong Kong
Hungarian Forint	Budapest
Indian Rupee	Mumbai
Indonesian Rupiah	Jakarta
Israeli Shekel	Tel Aviv
Korean Won	Seoul
Lebanese Pound	Beirut
Malaysian Ringgit	Kuala Lumpur
Mexican Peso	Mexico City
New Zealand Dollar	Wellington and Auckland
Norwegian Krone	Oslo
Pakistani Rupee	Karachi
Philippine Peso	Manila
Polish Zloty	Warsaw
Romanian Leu	Bucharest
Russian Ruble	Moscow



Saudi Arabian Riyal	Riyadh
Singapore Dollar	Singapore
Slovak Koruna	Bratislava
South African Rand	Johannesburg
Sri Lankan Rupee	Colombo
Sterling	London
Swedish Krona	Stockholm
Swiss Franc	Zurich
Taiwanese Dollar	Taipei
Thai Baht	Bangkok
Turkish Lira	Istanbul
Vietnamese Dong	Hanoi

**Section 1.6. Certain Business Days.** For purposes of Section 1.4(a)(ii), the relevant financial center(s) will be:

(a) Toronto and London, if the currency is the Canadian Dollar and either (i) the payment obligation is calculated by reference to any “LIBOR” Floating Rate Option or (ii) the payment obligations of the other party to the Swap Transaction are payable in the Canadian Dollar and are calculated by reference to any “LIBOR” Floating Rate Option;

(b) Toronto, if the currency is the Canadian Dollar and neither subsection (a)(i) nor (a)(ii) above is applicable;

(c) New York and London, if the currency is the U.S. Dollar and either (i) the payment obligation is calculated by reference to any “LIBOR” Floating Rate Option or (ii) the payment obligations of the other party to the Swap Transaction are payable in the U.S. Dollar and are calculated by reference to any “LIBOR” Floating Rate Option;

(d) New York, if the currency is the U.S. Dollar and neither subsection (c)(i) nor (c)(ii) above is applicable;

(e) Tokyo and London, if the currency is the Japanese Yen and either (i) the payment obligation is calculated by reference to any “LIBOR” Floating Rate Option or (ii) the payment obligations of the other party to the Swap Transaction are payable in the Japanese Yen and are calculated by reference to any “LIBOR” Floating Rate Option; and

(f) Tokyo, if the currency is the Japanese Yen and neither subsection (e)(i) nor (e)(ii) above is applicable.

#### **Section 1.7. Currencies.**

(a) **Argentine Peso.** “Argentine Peso” and “ARS” each means the lawful currency of the Argentine Republic.

(b) **Australian Dollar.** “Australian Dollar”, “A\$” and “AUD” each means the lawful currency of Australia.

(c) **Brazilian Real.** “Brazilian Real”, “Brazilian Reais” and “BRL” each means the lawful currency of the Federative Republic of Brazil.



(d) **Canadian Dollar.** “Canadian Dollar”, “C\$” and “CAD” each means the lawful currency of Canada.

(e) **Chilean Peso.** “Chilean Peso” and “CLP” each means the lawful currency of the Republic of Chile.

(f) **Chinese Renminbi.** “Chinese Renminbi”, “CNY” and “RMB” each means the lawful currency of the People’s Republic of China.

(g) **Czech Koruna.** “Czech Koruna” and “CZK” each means the lawful currency of the Czech Republic.

(h) **Danish Krone.** “Danish Krone”, “DKr” and “DKK” each means the lawful currency of the Kingdom of Denmark.

(i) **Estonian Kroon.** “Estonian Kroon” and “EEK” each means the lawful currency of the Republic of Estonia.

(j) **Euro.** “Euro”, “euro”, “€” and “EUR” each means the lawful currency of the member states of the European Union that adopt the single currency in accordance with the EC Treaty.

(k) **Hong Kong Dollar.** “Hong Kong Dollar”, “HK\$” and “HKD” each means the lawful currency of Hong Kong.

(l) **Hungarian Forint.** “Hungarian Forint” and “HUF” each means the lawful currency of the Republic of Hungary.

(m) **Indian Rupee.** “Indian Rupee” and “INR” each means the lawful currency of India.

(n) **Indonesian Rupiah.** “Indonesian Rupiah” and “IDR” each means the lawful currency of the Republic of Indonesia.

(o) **Israeli Shekel.** “Israeli Shekel” and “ILS” each means the lawful currency of the State of Israel.

(p) **Japanese Yen.** “Japanese Yen”, “Yen”, “¥” and “JPY” each means the lawful currency of Japan.

(q) **Korean Won.** “Korean Won” and “KRW” each means the lawful currency of the Republic of Korea.

(r) **Lebanese Pound.** “Lebanese Pound” and “LBP” each means the lawful currency of the Republic of Lebanon.

(s) **Malaysian Ringgit.** “Malaysian Ringgit” and “MYR” each means the lawful currency of the Federation of Malaysia.

(t) **Mexican Peso.** “Mexican Peso”, “MXN” and “MXP” each means the lawful currency of the United Mexican States.

(u) **New Zealand Dollar.** “New Zealand Dollar”, “NZ\$” and “NZD” each means the lawful currency of New Zealand.

(v) **Norwegian Krone.** “Norwegian Krone”, “Nkr” and “NOK” each means the lawful currency of the Kingdom of Norway.

(w) **Pakistani Rupee.** “Pakistani Rupee” and “PKR” each means the lawful currency of the Islamic Republic of Pakistan.

(x) **Philippine Peso.** “Philippine Peso” and “PHP” each means the lawful currency of the Republic of the Philippines.

(y) **Polish Zloty.** “Polish Zloty” and “PLN” each means the lawful currency of the Republic of Poland.

(z) **Romanian Leu.** “Romanian Leu” and “RON” each means the lawful currency of Romania.

(aa) **Russian Ruble.** “Russian Ruble”, “Russian Rouble”, “RUR” and “RUB” each means the lawful currency of the Russian Federation.

(ab) **Saudi Arabian Riyal.** “Saudi Arabian Riyal”, “Saudi Riyal”, “Saudi Arabian Rial”, “SAR” and “Riyal” each means the lawful currency of the Kingdom of Saudi Arabia.

(ac) **Singapore Dollar.** “Singapore Dollar”, “S\$” and “SGD” each means the lawful currency of the Republic of Singapore.

(ad) **Slovak Koruna.** “Slovak Koruna” and “SKK” each means the lawful currency of the Slovak Republic.

(ae) **South African Rand.** “South African Rand”, “Rand”, “R” and “ZAR” each means the lawful currency of the Republic of South Africa.

(af) **Sri Lankan Rupee.** “Sri Lankan Rupee” and “LKR” each means the lawful currency of the Democratic Socialist Republic of Sri Lanka.

(ag) **Sterling.** “Sterling”, “£”, “GBP” and “STG” each means the lawful currency of the United Kingdom.

(ah) **Swedish Krona.** “Swedish Krona”, “SKr” and “SEK” each means the lawful currency of the Kingdom of Sweden.

(ai) **Swiss Franc.** “Swiss Franc”, “Sfr”, “CHF” and “SWF” each means the lawful currency of Switzerland.

(aj) **Taiwanese Dollar.** “Taiwanese Dollar”, “New Taiwanese Dollar” and “TWD” each means the lawful currency of the Republic of China.

(ak) **Thai Baht.** “Thai Baht” and “THB” each means the lawful currency of the Kingdom of Thailand.

(al) **Turkish Lira.** “Turkish Lira” and “TRY” each means the lawful currency of the Republic of Turkey. “New Turkish Lira” means, in respect of a Swap Transaction with a Trade Date prior to the date upon which the Republic of Turkey ceases officially to use the prefix “New” in relation to the currency introduced on 1 January 2005, the lawful currency of the Republic of Turkey.

(am) **U.S. Dollar.** “U.S. Dollar”, “Dollar”, “U.S.\$”, “\$” and “USD” each means the lawful currency of the United States of America.

(an) **Vietnamese Dong.** “Vietnamese Dong” and “VND” each means the lawful currency of the Socialist Republic of Vietnam.

**Section 1.8. TARGET Settlement Day.** “TARGET Settlement Day” means any day on which TARGET (the Trans-European Automated Real-time Gross settlement Express Transfer system) is open.

**Section 1.9. New York Fed Business Day.** “New York Fed Business Day” means any day except for a Saturday, Sunday or a day on which the Federal Reserve Bank of New York is closed.

**Section 1.10. NYSE Business Day.** “NYSE Business Day” means any day on which the New York Stock Exchange is open for business.

**Section 1.11. U.S. Government Securities Business Day.** “U.S. Government Securities Business Day” means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

**Section 1.12. EC Treaty.** “EC Treaty” means the Treaty establishing the European Community (signed in Rome on March 25, 1957), as amended by the Treaty on European Union (signed in Maastricht on February 7, 1992), the Treaty of Amsterdam (signed in Amsterdam on October 2, 1997) and the Treaty of Nice (signed in Nice on February 26, 2001).

## ARTICLE 2

### PARTIES

**Section 2.1. Fixed Rate Payer; Fixed Amount Payer.** “Fixed Rate Payer” or “Fixed Amount Payer” means, in respect of a Swap Transaction, a party obligated to make payments from time to time during the Term of the Swap Transaction of amounts calculated by reference to a fixed per annum rate or to make one or more payments of a Fixed Amount.

**Section 2.2. Floating Rate Payer; Floating Amount Payer.** “Floating Rate Payer” or “Floating Amount Payer” means, in respect of a Swap Transaction, a party obligated to make payments from time to time during the Term of the Swap Transaction of amounts calculated by reference to a floating per annum rate or to make one or more payments of a Floating Amount.

## ARTICLE 3

### TERM AND DATES

**Section 3.1. Term.** “Term” means the period commencing on the Effective Date of a Swap Transaction and ending on the Termination Date of the Swap Transaction.

**Section 3.2. Effective Date.** “Effective Date” means, in respect of a Swap Transaction, the date specified as such in the related Confirmation, which date is the first day of the Term of the Swap Transaction. The Effective Date shall not be subject to adjustment in accordance with any Business Day Convention unless the parties specify in the related Confirmation that the Effective Date will be adjusted in accordance with a specified Business Day Convention.

**Section 3.3. Termination Date.** “Termination Date” means, in respect of a Swap Transaction, the date specified as such in the related Confirmation, which date is the last day of the Term of the Swap Transaction. The Termination Date shall not be subject to adjustment in accordance with any Business Day Convention unless the parties specify in the related Confirmation that the Termination Date will be adjusted in accordance with a specified Business Day Convention.

**Section 3.4. Initial Exchange Date.** “Initial Exchange Date” means, in respect of a Swap Transaction and a party, the date specified as such in the related Confirmation or, if a date is not so specified and an Initial Exchange Amount is specified, the Effective Date, which Initial Exchange Date shall be subject to adjustment in accordance with the Following Business Day Convention unless otherwise specified in the related Confirmation.

**Section 3.5. Interim Exchange Date; Periodic Exchange Date.** “Interim Exchange Date” or “Periodic Exchange Date” means, in respect of a Swap Transaction and a party, each date specified as such in the related Confirmation (or determined pursuant to a method specified for such purpose), which date shall be subject to adjustment in accordance with the Modified Following Business Day Convention unless otherwise specified in the related Confirmation.

**Section 3.6. Final Exchange Date; Exchange Date; Maturity Date.** “Final Exchange Date”, “Exchange Date” or “Maturity Date” means, in respect of a Swap Transaction and a party, each date specified as such in the related Confirmation or, if a date is not so specified and a Final Exchange Amount or an Exchange Amount is specified, the Termination Date, which date shall be subject to adjustment in accordance with the Modified Following Business Day Convention unless otherwise specified in the related Confirmation.

**Section 3.7. Trade Date.** “Trade Date” means, in respect of a Swap Transaction, the date on which the parties enter into the Swap Transaction.

## ARTICLE 4

### CERTAIN DEFINITIONS RELATING TO PAYMENTS

**Section 4.1. Initial Exchange Amount.** “Initial Exchange Amount” means, in respect of a Swap Transaction and a party, an amount that is specified as such (or determined pursuant to a method specified for such purpose) for that party and, subject to any other applicable provisions, is payable by that party on the Initial Exchange Date.

**Section 4.2. Interim Exchange Amount; Periodic Exchange Amount.** “Interim Exchange Amount” or “Periodic Exchange Amount” means, in respect of a Swap Transaction and a party, an amount that is specified as such (or determined pursuant to a method specified for such purpose) for that party and, subject to any other applicable provisions, is payable by that party on an applicable Interim Exchange Date.

**Section 4.3. Final Exchange Amount; Exchange Amount.** “Final Exchange Amount” or “Exchange Amount” means, in respect of a Swap Transaction and a party, an amount that is specified as

such (or determined pursuant to a method specified for such purpose) for that party and, subject to any other applicable provisions, is payable by that party on an applicable Final Exchange Date.

**Section 4.4. Fixed Amount.** “Fixed Amount” means, in respect of a Swap Transaction and a Fixed Rate Payer, an amount that, subject to any other applicable provisions, is payable by that Fixed Rate Payer on an applicable Payment Date and is specified in the related Confirmation or is determined as provided in Article 5 of these 2006 Definitions or as provided in the related Confirmation.

**Section 4.5. Floating Amount.** “Floating Amount” means, in respect of a Swap Transaction and a Floating Rate Payer, an amount that, subject to any other applicable provisions, is payable by that Floating Rate Payer on an applicable Payment Date and is determined by reference to a Floating Rate Option as provided in Article 6 of these 2006 Definitions or pursuant to a method specified in the related Confirmation.

**Section 4.6. Currency Amount.** “Currency Amount” means, in respect of a party and any Calculation Period for a Swap Transaction involving more than one currency, the amount specified as such for the Swap Transaction or that party.

**Section 4.7. Notional Amount.** “Notional Amount”:

(a) means, in respect of a party and any Calculation Period for a Swap Transaction involving one currency other than an Option Transaction, the amount specified as such for the Swap Transaction; and

(b) in respect of any Option Transaction, has the meaning set forth in Section 12.5 (Notional Amount for Option Transactions).

**Section 4.8. Calculation Amount.** “Calculation Amount” means, in respect of a Swap Transaction and a party, the applicable Notional Amount or Currency Amount, as the case may be.

**Section 4.9. Payment Date.** “Payment Date” means, in respect of a Swap Transaction and a party:

(a) if “Delayed Payment” or “Early Payment” is not specified for the Swap Transaction or that party and Payment Dates are specified or otherwise predetermined for the Swap Transaction or that party, each day during the Term of the Swap Transaction so specified or predetermined and the Termination Date;

(b) if “Delayed Payment” or “Early Payment” is not specified for the Swap Transaction or that party and the parties specify that Payment Dates for the Swap Transaction or that party will occur in accordance with the FRN Convention at a specified interval of calendar months, each day during the Term of the Swap Transaction at the specified interval, determined in accordance with the FRN Convention, and the Termination Date;

(c) if “Delayed Payment” and a period of days are specified for the Swap Transaction or that party and Period End Dates are established for the Swap Transaction or that party, each day that is the specified number of days after an applicable Period End Date or after the Termination Date; or

(d) if “Early Payment” and a period of days are specified for the Swap Transaction or that party and Period End Dates are established for the Swap Transaction or that party, each day that is the specified number of days before an applicable Period End Date or before the Termination Date;

except that (i) in the case of subsections (a), (c) and (d) above, each Payment Date shall be subject to adjustment in accordance with the Modified Following Business Day Convention unless another Business Day Convention is specified to be applicable to Payment Dates in respect of the Swap Transaction or that party and (ii) in the case of subsection (a) above, a Payment Date in respect of a Fixed Rate Payer may be a specified day prior to the Effective Date where the Floating Amounts payable by the Floating Rate Payer are calculated by reference to a Cap Rate or Floor Rate.

**Section 4.10. Period End Date.** “Period End Date” means, in respect of a Swap Transaction and a party:

(a) if Period End Dates are not specified or otherwise predetermined for the Swap Transaction or that party, each Payment Date of that party during the Term of the Swap Transaction;

(b) if Period End Dates are specified or otherwise predetermined for the Swap Transaction or that party, each day during the Term so specified or predetermined; or

(c) if it is specified for the Swap Transaction or that party that Period End Dates will occur in accordance with the FRN Convention and an interval of calendar months is specified, and if “Delayed Payment” or “Early Payment” is specified for the Swap Transaction or that party, each day during the Term at the specified interval, determined in accordance with the FRN Convention;

except that, in the case of subsection (b) above, each Period End Date shall be subject to adjustment in accordance with the Modified Following Business Day Convention unless (i) another Business Day Convention is specified to be applicable to Period End Dates in respect of the Swap Transaction or that party, in which case an adjustment will be made in accordance with that Business Day Convention or (ii) “No Adjustment” is specified in connection with Period End Dates for the Swap Transaction or that party, in which case no adjustment will be made, notwithstanding that the Period End Date occurs on a day that is not a Business Day.

**Section 4.11. FRN Convention; Eurodollar Convention.** “FRN Convention” or “Eurodollar Convention” means, in respect of either Payment Dates or Period End Dates for a Swap Transaction and a party, that the Payment Dates or Period End Dates of that party will be each day during the Term of the Swap Transaction that numerically corresponds to the preceding applicable Payment Date or Period End Date, as the case may be, of that party in the calendar month that is the specified number of months after the month in which the preceding applicable Payment Date or Period End Date occurred (or, in the case of the first applicable Payment Date or the Period End Date, the day that numerically corresponds to the Effective Date in the calendar month that is the specified number of months after the month in which the Effective Date occurred), except that (a) if there is not any such numerically corresponding day in the calendar month in which a Payment Date or Period End Date, as the case may be, of that party should occur, then the Payment Date or Period End Date will be the last day that is a Business Day in that month, (b) if a Payment Date or Period End Date, as the case may be, of the party would otherwise fall on a day that is not a Business Day, then the Payment Date or Period End Date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case the Payment Date or Period End Date will be the first preceding day that is a Business Day and (c) if the preceding applicable Payment Date or Period End Date, as the case may be, of that party occurred on the last day in a calendar month that was a Business Day, then all subsequent applicable Payment Dates or Period End Dates, as the case may be, of that party prior to the Termination Date will be the last day that is a Business Day in the month that is the specified number of months after the month in which the preceding applicable Payment Date or Period End Date occurred.



**Section 4.12. Business Day Convention.**

(a) “Business Day Convention” means the convention for adjusting any relevant date if it would otherwise fall on a day that is not a Business Day. The following terms, when used in conjunction with the term “Business Day Convention” and a date, shall mean that an adjustment will be made if that date would otherwise fall on a day that is not a Business Day so that:

(i) if “Following” is specified, that date will be the first following day that is a Business Day;

(ii) if “Modified Following” or “Modified” is specified, that date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day; and

(iii) if “Preceding” is specified, that date will be the first preceding day that is a Business Day.

(b) The Business Day Convention applicable to a date that is specified in these 2006 Definitions or in a Confirmation to be subject to adjustment in accordance with an applicable Business Day Convention shall be the Business Day Convention specified for that date in these 2006 Definitions or in that Confirmation or, if a Business Day Convention is not so specified for that date but a Business Day Convention is specified for a Swap Transaction, shall be the Business Day Convention specified in the Confirmation for that Swap Transaction.

**Section 4.13. Calculation Period.** “Calculation Period” means, in respect of a Swap Transaction and a party, each period from, and including, one Period End Date of that party to, but excluding, the next following applicable Period End Date during the Term of the Swap Transaction, except that (a) the initial Calculation Period for the party will commence on, and include, the Effective Date and (b) the final Calculation Period for the party will end on, but exclude, the Termination Date.

**Section 4.14. Calculation Agent.** “Calculation Agent” means the party to a Swap Transaction (or a third party) designated as such for the Swap Transaction and responsible for: (a) calculating the applicable Floating Rate, if any, for each Payment Date or for each Calculation Period or Compounding Period; (b) calculating any Floating Amount payable on each Payment Date or for each Calculation Period; (c) calculating any Fixed Amount payable on each Payment Date or for each Calculation Period; (d) calculating a Currency Amount by reference to a Currency Amount in another currency; (e) giving notice to the parties to the Swap Transaction on the Calculation Date for each Payment Date or for each Calculation Period, specifying (i) the Payment Date, (ii) the party or parties required to make the payment or payments then due, (iii) the amount or amounts of the payment or payments then due and (iv) reasonable details as to how the amount or amounts were determined; (f) if, after notice is given, there is a change in the number of days in the relevant Calculation Period and the amount or amounts of the payment or payments due for that Payment Date or for that Calculation Period, promptly giving the parties to the Swap Transaction notice of those changes, with reasonable details as to how those changes were determined; (g) determining a Settlement Rate if fewer than three quotations are provided by the Cash Settlement Reference Banks; (h) selecting leading dealers to act as Cash Settlement Reference Banks, if relevant; (i) determining any Cash Settlement Amount, if relevant; (j) determining a Currency Exchange Rate for a Mark-to-market Currency Swap, if relevant and (k) performing any other duties specified in a Confirmation as being duties required to be performed by the Calculation Agent. Whenever the Calculation Agent is required to select banks or dealers for purposes of making any calculation or determination or to select any exchange rate, the Calculation Agent will make the selection in good faith after consultation with the other party (or the parties, if the Calculation Agent is a third party), if

practicable, for purposes of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in the relevant market or designating a freely convertible currency, as the case may be. Whenever the Calculation Agent is required to act, make a determination or to exercise judgment in any other way, it will do so in good faith and in a commercially reasonable manner.

**Section 4.15. Calculation Date.** “Calculation Date” means, in respect of any Payment Date or any Calculation Period, the earliest day on which it is practicable to provide the notice that the Calculation Agent is required to give for that Payment Date or for that Calculation Period, and in no event later than the close of business on the Business Day first preceding that Payment Date or the Payment Date for that Calculation Period (unless that preceding Business Day is a Reset Date, then in no event later than the latest time that will permit any payment due on that Payment Date to be made on that Payment Date).

**Section 4.16. Day Count Fraction.** “Day Count Fraction” means, in respect of a Swap Transaction and the calculation of a Fixed Amount, a Floating Amount, a Compounding Period Amount or an FRA Amount:

- (a) if “1/1” is specified, 1;
- (b) if “Actual/Actual”, “Actual/Actual (ISDA)”, “Act/Act” or “Act/Act (ISDA)” is specified, the actual number of days in the Calculation Period or Compounding Period in respect of which payment is being made divided by 365 (or, if any portion of that Calculation Period or Compounding Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Calculation Period or Compounding Period falling in a leap year divided by 366 and (ii) the actual number of days in that portion of the Calculation Period or Compounding Period falling in a non-leap year divided by 365);
- (c) if “Actual/Actual (ICMA)” or “Act/Act (ICMA)” is specified, a fraction equal to “number of days accrued/number of days in year”, as such terms are used in Rule 251 of the statutes, by-laws, rules and recommendations of the International Capital Market Association (the “ICMA Rule Book”), calculated in accordance with Rule 251 of the ICMA Rule Book as applied to non US dollar denominated straight and convertible bonds issued after December 31, 1998, as though the interest coupon on a bond were being calculated for a coupon period corresponding to the Calculation Period or Compounding Period in respect of which payment is being made;
- (d) if “Actual/365 (Fixed)”, “Act/365 (Fixed)”, “A/365 (Fixed)” or “A/365F” is specified, the actual number of days in the Calculation Period or Compounding Period in respect of which payment is being made divided by 365;
- (e) if “Actual/360”, “Act/360” or “A/360” is specified, the actual number of days in the Calculation Period or Compounding Period in respect of which payment is being made divided by 360;
- (f) if “30/360”, “360/360” or “Bond Basis” is specified, the number of days in the Calculation Period or Compounding Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$



where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Calculation Period or Compounding Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period or Compounding Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Calculation Period or Compounding Period falls;

“M<sub>2</sub>” is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period or Compounding Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Calculation Period or Compounding Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period or Compounding Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30; and

(g) if “30E/360” or “Eurobond Basis” is specified, the number of days in the Calculation Period or Compounding Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Calculation Period or Compounding Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period or Compounding Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Calculation Period or Compounding Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period or Compounding Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Calculation Period or Compounding Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period or Compounding Period, unless such number would be 31, in which case D<sub>2</sub> will be 30.

(h) if “30E/360 (ISDA)” is specified, the number of days in the Calculation Period or Compounding Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Calculation Period or Compounding Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period or Compounding Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Calculation Period or Compounding Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period or Compounding Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Calculation Period or Compounding Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period or Compounding Period, unless (i) that day is the last day of February but not the Termination Date or (ii) such number would be 31, in which case D<sub>2</sub> will be 30.

**Section 4.17. IMM Settlement Dates.** “IMM Settlement Dates” means, in respect of a Calculation Period and a currency or a Floating Rate Option for which contracts are written on the International Money Market Section of the Chicago Mercantile Exchange, each day during that Calculation Period that is specified by the Chicago Mercantile Exchange, pursuant to its contract specifications, as a “First Delivery Date” for such currency or Floating Rate Option.

## ARTICLE 5

### FIXED AMOUNTS

**Section 5.1. Calculation of a Fixed Amount.** The Fixed Amount payable by a party on a Payment Date will be:

(a) if an amount is specified for the Swap Transaction as the Fixed Amount payable by that party for that Payment Date or for the related Calculation Period, that amount; or

(b) if an amount is not specified for the Swap Transaction as the Fixed Amount payable by that party for that Payment Date or for the related Calculation Period, an amount calculated on a formula basis for that Payment Date or for the related Calculation Period as follows:

$$\text{Fixed Amount} = \text{Calculation Amount} \times \text{Fixed Rate} \times \frac{\text{Fixed Rate Day Count}}{\text{Fraction}}$$

**Section 5.2. Certain Definitions Relating to Fixed Amounts.** For purposes of the calculation of a Fixed Amount payable by a party:

(a) “Fixed Rate” means, for any Payment Date or for any Calculation Period in respect of a Payment Date, a rate, expressed as a decimal, equal to the per annum rate specified as such for the Swap Transaction or that party.

(b) “Fixed Rate Day Count Fraction” means, in respect of any calculation of a Fixed Amount, the Fixed Rate Day Count Fraction specified for the Swap Transaction or the Fixed Rate Payer.

## ARTICLE 6

### FLOATING AMOUNTS

**Section 6.1. Calculation of a Floating Amount.** Subject to the provisions of Section 6.4 (Negative Interest Rates), the Floating Amount payable by a party on a Payment Date will be:

(a) if Compounding is not specified for the Swap Transaction or that party, an amount calculated on a formula basis for that Payment Date or for the related Calculation Period as follows:

$$\text{Floating Amount} = \text{Calculation Amount} \times \frac{\text{Floating Rate} + \text{Spread}}{\text{Floating Rate Day Count Fraction}}$$

(b) if “Compounding” is specified to be applicable to the Swap Transaction or that party and “Flat Compounding” is not specified, an amount equal to the sum of the Compounding Period Amounts for each of the Compounding Periods in the related Calculation Period; or

(c) if “Flat Compounding” is specified to be applicable to the Swap Transaction or that party, an amount equal to the sum of the Basic Compounding Period Amounts for each of the Compounding Periods in the related Calculation Period plus the sum of the Additional Compounding Period Amounts for each such Compounding Period.

**Section 6.2. Certain Definitions Relating to Floating Amounts.** For purposes of the calculation of a Floating Amount payable by a party:

(a) “Floating Rate” means, for any Calculation Period in respect of a Payment Date, for any Compounding Period or for any Reset Date, a rate, expressed as a decimal, equal to:

(i) if a Cap Rate is specified in the related Confirmation, the excess, if any, of a rate determined pursuant to subparagraph (iii) below over the Cap Rate so specified; or

(ii) if a Floor Rate is specified in the related Confirmation, the excess, if any, of the Floor Rate so specified over a rate determined pursuant to subparagraph (iii) below; and

(iii) in all other cases and for purposes of subparagraphs (i) and (ii) above:

(A) if a per annum rate is specified for the Swap Transaction or that party to be the Floating Rate applicable to that Calculation Period, Compounding Period or Reset Date, the Floating Rate so specified;

(B) if only one Reset Date is established for the Swap Transaction or that party during (or in respect of) that Calculation Period or Compounding Period, the Relevant Rate for that Reset Date;

(C) if more than one Reset Date is established for the Swap Transaction or that party during (or in respect of) that Calculation Period or Compounding Period and the “Unweighted Average” method of calculation is specified, the arithmetic mean of the Relevant Rates for each of those Reset Dates;

(D) if more than one Reset Date is established for the Swap Transaction or that party during (or in respect of) that Calculation Period or Compounding Period and the “Weighted Average” method of calculation is specified, the arithmetic mean of the Relevant Rates in effect for each day in that Calculation Period or Compounding Period calculated by multiplying each Relevant Rate by the number of days such Relevant Rate is in effect, determining the sum of such products and dividing such sum by the number of days in the Calculation Period or Compounding Period; or

(E) if more than one Reset Date is established for the Swap Transaction or that party during (or in respect of) that Calculation Period or Compounding Period and neither the “Unweighted Average” nor the “Weighted Average” method of calculation is specified, a Floating Rate determined as if “Unweighted Average” had been specified as the applicable method of calculation.

(b) “Reset Date” means, for a Swap Transaction or a party:

(i) if “Arrears Setting” is specified for the Swap Transaction or that party, in respect of each Calculation Period, the first day of the next following Calculation Period or, in the case of the final Calculation Period, the Termination Date; and

(ii) in all other cases, each day specified as such (or determined pursuant to a method specified for such purpose) for the Swap Transaction or that party, subject to adjustment in accordance with any applicable Business Day Convention which, if a Business Day Convention is not specified in the related Confirmation as being applicable to Reset Dates, shall be the Business Day Convention applicable to Floating Rate Payer Payment Dates in respect of that Swap Transaction, unless an adjustment in accordance with that Business Day Convention would cause a Reset Date to fall on the Payment Date in respect of the Calculation Period to which that Reset Date relates, in which case that Reset Date shall be adjusted in accordance with the Preceding Business Day Convention.

(c) “Relevant Rate” means (subject to the effect of any applicable Rate Cut-off Date), for any day, a per annum rate, expressed as a decimal, equal to:

(i) if such day is a Reset Date, the rate determined with respect to that day for the specified Floating Rate Option as provided in Article 7 of these 2006 Definitions or as provided

in a Confirmation or as provided in any agreement between the parties governing the Swap Transaction; or

(ii) if such day is not a Reset Date, the Relevant Rate determined pursuant to subparagraph (i) above for the next preceding Reset Date.

(d) “Rate Cut-off Date” means each day specified as such (or determined pursuant to a method specified for such purpose) for the Swap Transaction or that party. The Relevant Rate for each Reset Date in the period from, and including, a Rate Cut-off Date to, but excluding, the next applicable Period End Date (or, in the case of the last Calculation Period, the Termination Date) will (solely for purposes of calculating the Floating Amount payable on the next applicable Payment Date) be deemed to be the Relevant Rate in effect on that Rate Cut-off Date.

(e) “Spread” means the per annum rate (which may be negative), if any, expressed as a decimal, specified as such for the Swap Transaction or the party. For purposes of determining a Floating Amount, a Compounding Period Amount or a Basic Compounding Period Amount, the Spread will be added to the Floating Rate.

(f) “Floating Rate Day Count Fraction” means, in respect of any calculation of a Floating Amount:

(i) if a Floating Rate Day Count Fraction is specified for the Swap Transaction or the Floating Rate Payer, the Floating Rate Day Count Fraction so specified; and

(ii) if the Floating Rate Option specified as the applicable Floating Rate Option is listed in Section 6.2(g) and a Floating Rate Day Count Fraction is not specified for the Swap Transaction or the Floating Rate Payer, the Day Count Fraction indicated for that Floating Rate Option in Section 6.2(g); and

(iii) in all other cases, if a Floating Rate Option defined in Section 7.1 (Rate Options) is specified as the applicable Floating Rate Option, “Actual/360”.

(g) For purposes of Section 6.2(f)(ii), the Day Count Fraction for each of the following Floating Rate Options is indicated below:

<b><u>Floating Rate Option</u></b>	<b><u>Day Count Fraction</u></b>
“AUD-AONIA-OIS-COMPOUND”	Actual/365 (Fixed)
“AUD-AONIA-OIS-COMPOUND-SwapMarker”	Actual/365 (Fixed)
“AUD-BBR-AUBBSW”	Actual/365 (Fixed)
“AUD-BBR-BBSW”	Actual/365 (Fixed)
“AUD-BBR-BBSW-Bloomberg”	Actual/365 (Fixed)
“AUD-BBR-BBSY (BID)”	Actual/365 (Fixed)
“AUD-Swap Rate-Reuters”	Actual/365 (Fixed)
“CAD-BA-CDOR”	Actual/365 (Fixed)
“CAD-BA-CDOR-Bloomberg”	Actual/365 (Fixed)
“CAD-BA-Reuters”	Actual/365 (Fixed)
“CAD-BA-Reference Banks”	Actual/365 (Fixed)
“CAD-ISDA-Swap Rate”	Actual/365 (Fixed)
“CAD-TBILL-Reuters”	Actual/365 (Fixed)
“CAD-TBILL-Reference Banks”	Actual/365 (Fixed)

“CAD-REPO-CORRA”	Actual/365 (Fixed)
“EUR-EURIBOR-Act/365”	Actual/365 (Fixed)
“EUR-EURIBOR-Act/365-Bloomberg”	Actual/365 (Fixed)
“GBP-ISDA-Swap Rate”	Actual/365 (Fixed)
“GBP-LIBOR-BBA”	Actual/365 (Fixed)
“GBP-LIBOR-BBA-Bloomberg”	Actual/365 (Fixed)
“GBP-LIBOR-Reference Banks”	Actual/365 (Fixed)
“GBP-Semi-Annual Swap Rate”	Actual/365 (Fixed)
“GBP-Semi-Annual Swap Rate-Reference Banks”	Actual/365 (Fixed)
“GBP-WMBA-SONIA-COMPOUND”	Actual/365 (Fixed)
“HKD-HIBOR-HKAB”	Actual/365 (Fixed)
“HKD-HIBOR-HKAB-Bloomberg”	Actual/365 (Fixed)
“HKD-HIBOR-HIBOR=”	Actual/365 (Fixed)
“HKD-HIBOR-HIBOR-Bloomberg”	Actual/365 (Fixed)
“HKD-HIBOR-Reference Banks”	Actual/365 (Fixed)
“HKD-HONIX-OIS-COMPOUND”	Actual/365 (Fixed)
“HKD-ISDA-Swap Rate-11:00”	Actual/365 (Fixed)
“HKD-ISDA-Swap Rate-4:00”	Actual/365 (Fixed)
“IDR-IDMA-Bloomberg”	Actual/Actual
“ILS-TELBOR01-REUTERS”	Actual/365 (Fixed)
“INR-BMK”	Actual/365 (Fixed)
“INR-CMT”	Actual/365 (Fixed)
“INR-INBMK-REUTERS”	Actual/365 (Fixed)
“INR-MIBOR-OIS-COMPOUND”	Actual/365 (Fixed)
“INR-MIFOR”	Actual/365 (Fixed)
“INR-MIOIS”	Actual/365 (Fixed)
“INR-MITOR-OIS-COMPOUND”	Actual/365 (Fixed)
“JPY-BBSF-Bloomberg-10:00”	Actual/365 (Fixed)
“JPY-BBSF-Bloomberg-15:00”	Actual/365 (Fixed)
“KRW-CD-KSDA-Bloomberg”	Actual/365 (Fixed)
“KRW-CD-3220”	Actual/365 (Fixed)
“MYR-KLIBOR-BNM”	Actual/365 (Fixed)
“MYR-KLIBOR-Reference Banks”	Actual/365 (Fixed)
“NZD-NZIONA-OIS-COMPOUND”	Actual/365 (Fixed)
“PLN-WIBOR-WIBO”	Actual/365 (Fixed)
“PLN-WIBOR-Reference Banks”	Actual/365 (Fixed)
“SGD-SIBOR-Reuters”	Actual/365 (Fixed)
“SGD-SIBOR-Reference Banks”	Actual/365 (Fixed)
“SGD-SONAR-OIS-COMPOUND”	Actual/365 (Fixed)
“SGD-SOR-Reuters”	Actual/365 (Fixed)
“SGD-SOR-Reference Banks”	Actual/365 (Fixed)
“THB-SOR-Reuters”	Actual/365 (Fixed)
“THB-SOR-Reference Banks”	Actual/365 (Fixed)
“THB-THBFIX-Reuters”	Actual/365 (Fixed)
“TWD-Reuters-6165”	Actual/365 (Fixed)
“TWD-TWCPBA”	Actual/365 (Fixed)
“TWD-Reference Dealers”	Actual/365 (Fixed)
“USD-CMS-Reference Banks-ICAP SwapPX”	30/360
“USD-SIFMA Municipal Swap Index”	Actual/Actual
“USD-S&P Index-High Grade”	Actual/Actual
“ZAR-JIBAR-SAFEX”	Actual/365 (Fixed)



“ZAR-JIBAR-Reference Banks”	Actual/365 (Fixed)
“ZAR-PRIME-AVERAGE”	Actual/365 (Fixed)
“ZAR-PRIME-AVERAGE-Reference Banks”	Actual/365 (Fixed)
“ZAR-DEPOSIT-SAFEX”	Actual/365 (Fixed)
“ZAR-DEPOSIT-Reference Banks”	Actual/365 (Fixed)

(h) “Floating Rate Option” means, in respect of a Swap Transaction and the calculation of a Floating Amount, the Floating Rate Option specified as such, which may be specified by reference to a Rate Option or may be specified by defining the Floating Rate Option in the related Confirmation or in any agreement between the parties governing that Swap Transaction.

(i) “Rate Option” means, in respect of a Swap Transaction and the calculation of a Floating Amount, any of the terms defined in Section 7.1 (Rate Options).

(j) “Cap Rate” means, in respect of a Swap Transaction and the calculation of a Floating Rate, a rate, expressed as a decimal, equal to the per annum rate specified as such in the related Confirmation.

(k) “Floor Rate” means, in respect of a Swap Transaction and the calculation of a Floating Rate, a rate, expressed as a decimal, equal to the per annum rate specified as such in the related Confirmation.

**Section 6.3. Certain Definitions Relating to Compounding.** For purposes of the calculation of a Floating Amount where “Compounding” is specified to be applicable to a Swap Transaction:

(a) “Compounding Period” means, in respect of a Calculation Period, each period from, and including, one Compounding Date to, but excluding, the next following applicable Compounding Date during that Calculation Period, except that (i) each initial Compounding Period for a Swap Transaction will commence on, and include, the Effective Date and (ii) each final Compounding Period for a Swap Transaction will end on, but exclude, the Termination Date.

(b) “Compounding Date” means each day during the Term of a Swap Transaction specified as such (or determined pursuant to a method specified for such purpose) for the Swap Transaction or a party, subject to adjustment in accordance with the Business Day Convention applicable to Period End Dates in respect of the Swap Transaction or that party.

(c) “Compounding Period Amount” means, for any Compounding Period, an amount calculated on a formula basis for that Compounding Period as follows:

$$\begin{array}{ccccccc} \text{Compounding} & & \text{Adjusted} & & \text{Floating} & & \text{Floating} \\ \text{Period} & = & \text{Calculation} & \times & \text{Rate} & \times & \text{Rate} \\ \text{Amount} & & \text{Amount} & & + \text{Spread} & & \text{Day Count} \\ & & & & & & \text{Fraction} \end{array}$$

(d) “Adjusted Calculation Amount” means (i) in respect of the first Compounding Period in any Calculation Period, the Calculation Amount for that Calculation Period and (ii) in respect of each succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period.

(e) “Basic Compounding Period Amount” means, for any Compounding Period, an amount calculated as if a Floating Amount were being calculated for that Compounding Period, using the formula set forth in Section 6.1(a).

(f) “Additional Compounding Period Amount” means, for any Compounding Period, an amount calculated on a formula basis for that Compounding Period as follows:

$$\begin{array}{ccccccc} \text{Additional} & & & & & & \text{Floating} \\ \text{Compounding} & & & & & & \text{Rate} \\ \text{Period} & = & \text{Flat} & \times & \text{Floating} & \times & \text{Day Count} \\ \text{Amount} & & \text{Compounding} & & \text{Rate} & & \text{Fraction} \\ & & \text{Amount} & & & & \end{array}$$

(g) “Flat Compounding Amount” means (i) in respect of the first Compounding Period in any Calculation Period, zero and (ii) in respect of each succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Basic Compounding Period Amounts and the Additional Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period.

**Section 6.4. Negative Interest Rates.** For purposes of the calculation of a Floating Amount payable by a party, other than where the provisions of Section 6.2(a)(ii), Section 8.4(b) or Section 8.4(e) apply:

(a) Unless the parties specify otherwise, “Negative Interest Rate Method” will be deemed to apply to a Swap Transaction.

(b) If “Negative Interest Rate Method” is applicable to a Swap Transaction, “Compounding” or “Flat Compounding” is not specified for that Swap Transaction and the Floating Amount payable by a party on a Payment Date is a negative number (either due to a quoted negative Floating Rate or by operation of a negative Spread that is added to the Floating Rate), then the Floating Amount payable by that party on that Payment Date will be deemed to be zero, and the other party will pay to that party the absolute value of the negative Floating Amount as calculated, in addition to any amounts otherwise payable by the other party for the related Calculation Period, on that Payment Date. Any amounts paid by the other party with respect to the absolute value of a negative Floating Amount will be paid to such account as the receiving party may designate (unless such other party gives timely notice of a reasonable objection to such designation) in the currency in which that Floating Amount would have been paid if it had been a positive number (and without regard to the currency in which the other party is otherwise obligated to make payments).

(c) If “Negative Interest Rate Method” is applicable to a Swap Transaction, either “Compounding” or “Flat Compounding” is specified to be applicable to that Swap Transaction and the Compounding Period Amount, the Basic Compounding Period Amount or the Additional Compounding Period Amount is a negative number (either due to a quoted negative Floating Rate or by operation of a negative Spread that is added to the Floating Rate), then the Floating Amount for the Calculation Period in which that Compounding Period or those Compounding Periods occur will be either the sum of all Compounding Period Amounts or the sum of all the Basic Compounding Period Amounts and all the Additional Compounding Period Amounts in that Calculation Period (whether positive or negative). If such sum is positive, then the Floating Rate Payer with respect to the Floating Amount so calculated will pay that Floating Amount to the other party. If such sum is negative, the Floating Amount payable by the party that would otherwise be required to pay that Floating Amount will be deemed to be zero, and the



other party will pay to that party the absolute value of the negative Floating Amount as calculated, such payment to be made in accordance with the provisions of subsection (a) above.

(d) If “Zero Interest Rate Method” is specified to be applicable to a Swap Transaction, “Compounding” or “Flat Compounding” is not specified for that Swap Transaction and the Floating Amount payable by a party on a Payment Date is a negative number (either due to a quoted negative Floating Rate or by operation of a negative Spread that is added to the Floating Rate), then the Floating Amount payable by that party on that Payment Date will be deemed to be zero, and the other party will not be required to pay to that party the absolute value of the negative Floating Amount as calculated and will only be required to pay those amounts otherwise payable by the other party for the related Calculation Period.

(e) If “Zero Interest Rate Method” is specified to be applicable to a Swap Transaction, either “Compounding” or “Flat Compounding” is specified to be applicable to that Swap Transaction and the Compounding Period Amount, the Basic Compounding Period Amount or the Additional Compounding Amount is a negative number (either due to a quoted negative Floating Rate or by operation of a negative Spread that is added to the Floating Rate), then such Compounding Period Amount, Basic Compounding Period Amount or Additional Compounding Period Amount will be deemed to be zero, and, accordingly, such Compounding Period Amount, Basic Compounding Period Amount or Additional Compounding Period Amount will neither increase nor decrease any Adjusted Calculation Amount, Flat Compounding Amount or Floating Amount.

## ARTICLE 7

### CALCULATION OF RATES FOR CERTAIN FLOATING RATE OPTIONS

**Section 7.1. Rate Options.** For purposes of determining a Relevant Rate:

**(a) *Australian Dollar.***

(i) “AUD-AONIA-OIS-COMPOUND” means that the rate for a Reset Date, calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the Australian Dollar interbank overnight cash rate as determined below).

“AUD-AONIA-OIS-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a), but to the nearest one ten-thousandth of a percentage point (0.0001%):

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{AONIA}_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“ $d_0$ ”, for any Calculation Period is the number of Sydney Banking Days in the relevant Calculation Period;

“i” is a series of whole numbers from one to  $d_0$ , each representing the relevant Sydney Banking Days in chronological order from, and including, the first Sydney Banking Day in the relevant Calculation Period;

“AONIA<sub>i</sub>”, for any day “i” in the relevant Calculation Period, is a reference rate equal to the interbank overnight cash rate in respect of that day calculated by the Reserve Bank of Australia, as such rate is displayed on the Reuters Screen RBA30 Page. If such rate does not appear on the Reuters Screen RBA30 Page in respect of any day “i”, the rate for that day will be as agreed between the parties, acting in good faith and in a commercially reasonable manner. If the parties cannot agree, the rate for that day will be the rate displayed on the Reuters Screen RBA30 Page in respect of the first preceding Sydney Banking Day;

“n<sub>i</sub>” is 1, except where the Sydney Banking Day is the day immediately preceding a day which is not a Sydney Banking Day, in which case it is the number of calendar days from, and including, that Sydney Banking Day to, but excluding, the next Sydney Banking Day; and

“d” is the number of calendar days in the relevant Calculation Period.

(ii) “AUD-AONIA-OIS-COMPOUND-SwapMarker” means that the rate for a Reset Date, calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the Australian Dollar interbank overnight cash rate as determined below).

“AUD-AONIA-OIS-COMPOUND-SwapMarker” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a), but to the nearest one ten-thousandth of a percentage point (0.0001%):

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{AONIA}_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“d<sub>0</sub>”, for any Calculation Period is the number of Sydney Banking Days in the relevant Calculation Period;

“i” is a series of whole numbers from one to  $d_0$ , each representing the relevant Sydney Banking Days in chronological order from, and including, the first Sydney Banking Day in the relevant Calculation Period;

“AONIA<sub>i</sub>”, for any day “i” in the relevant Calculation Period, is a reference rate equal to the interbank overnight cash rate in respect of that day calculated by the Reserve Bank of Australia, as such rate is displayed on the SwapMarker Screen SMKR60 Page. If such rate does not appear on the SwapMarker Screen SMKR60 Page in respect of any day “i”, the rate for that day will be as agreed between the parties, acting in good faith and in a commercially reasonable manner. If the parties cannot agree, the rate for that

day will be the rate displayed on the SwapMarker Screen SMKR60 Page in respect of the first preceding Sydney Banking Day;

“ $n_i$ ” is 1, except where the Sydney Banking Day is the day immediately preceding a day which is not a Sydney Banking Day, in which case it is the number of calendar days from, and including, that Sydney Banking Day to, but excluding, the next Sydney Banking Day; and

“ $d$ ” is the number of calendar days in the relevant Calculation Period.

(iii) “AUD-BBR-AUBBSW” means that the rate for a Reset Date will be the rate for Australian Dollar bills of exchange for a period of the Designated Maturity which appears on the Reuters Screen 0#AUBBSW= Page as of 10:00 a.m., Sydney time, on that Reset Date. If such rate does not appear on the Reuters Screen 0#AUBBSW= Page, the rate for that Reset Date will be determined as if the parties had specified “AUD-BBR-BBSW” as the applicable Floating Rate Option and as if fewer than five Reference Banks had quoted rates on the Reuters Screen BBSW Page.

(iv) “AUD-BBR-BBSW” means that the rate for a Reset Date will be the average mid rate, for Australian Dollar bills of exchange having a tenor of the Designated Maturity, which appears on the Reuters Screen BBSW Page at approximately 10:10 a.m., Sydney time, on that Reset Date. If such rate does not appear on the Reuters Screen BBSW Page by 10:30 a.m., Sydney time, on the Reset Date, then the rate for that Reset Date will be the arithmetic mean of the mid of the bid and ask rates quoted by five of the Reference Banks to the Calculation Agent. The quotations will be for rates which the Reference Banks quoted or would have quoted at approximately 10:00 a.m., Sydney time, on the Reset Date for Australian Dollar bills of exchange having a tenor of the Designated Maturity and of the type specified for the purpose of quoting on the Reuters Screen BBSW Page. If in respect of a Reset Date the rate for that Reset Date cannot be determined in accordance with the foregoing procedures then the rate for that Reset Date will be the rate determined by the Calculation Agent having regard to comparable indices then available. The rate calculated or determined by the Calculation Agent will be expressed as a percentage rate per annum and will be rounded up, if necessary, to the next higher one ten-thousandth of a percentage point (0.0001%).

(v) “AUD-BBR-BBSW-Bloomberg” means that the rate for a Reset Date will be the average mid rate, for Australian Dollar bills of exchange having a tenor of the Designated Maturity and of the type specified for the purpose of quoting on the Bloomberg Screen BTMM AU Page under the heading “BBSW” at approximately 10:10 a.m., Sydney time, on that Reset Date. If such rate does not appear on the Bloomberg Screen BTMM AU Page by 10:30 a.m., Sydney time, on the Reset Date, then the rate for that Reset Date will be the arithmetic mean of the mid of the bid and ask rates quoted by five of the Reference Banks to the Calculation Agent. The quotations will be for rates which the Reference Banks quoted or would have quoted at approximately 10:00 a.m., Sydney time, on the Reset Date for Australian Dollar bills of exchange having a tenor of the Designated Maturity and of the type specified for the purpose of quoting on the Bloomberg Screen BTMM AU Page. If in respect of a Reset Date the rate for that Reset Date cannot be determined in accordance with the foregoing procedures then the rate for that Reset Date will be the rate determined by the Calculation Agent having regard to comparable indices then available. The rate calculated or determined by the Calculation Agent will be expressed as a percentage rate per annum and will be rounded up, if necessary, to the next higher one ten-thousandth of a percentage point (0.0001%).

(vi) “AUD-BBR-BBSY (BID)” means that the rate for a Reset Date will be the bid rate, for Australian Dollar bills of exchange having a tenor of the Designated Maturity, which appears on the Reuters Screen BBSY Page at approximately 10:10 a.m., Sydney time, on that Reset Date. If such rate does not appear on the Reuters Screen BBSY Page by 10:30 a.m., Sydney time, on the Reset Date, the rate for that Reset Date will be the arithmetic mean of the bid rates quoted by five of the Reference Banks to the Calculation Agent. The quotations will be for rates which the Reference Banks quoted or would have quoted at approximately 10:00 a.m., Sydney time, on the Reset Date for Australian Dollar bills of exchange having a tenor of the Designated Maturity and of the type specified for the purpose of quoting on the Reuters Screen BBSY Page. If in respect of a Reset Date the rate for that Reset Date cannot be determined in accordance with the foregoing procedures then the rate for that Reset Date will be the rate determined by the Calculation Agent having regard to comparable indices then available. The rate calculated or determined by the Calculation Agent will be expressed as a percentage rate per annum and will be rounded up, if necessary, to the next higher one ten-thousandth of a percentage point (0.0001%).

(vii) “AUD-LIBOR-BBA” means that the rate for a Reset Date will be the rate for deposits in Australian Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR02 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR02 Page, the rate for that Reset Date will be determined as if the parties had specified “AUD-LIBOR-Reference Banks” as the applicable Floating Rate Option.

(viii) “AUD-LIBOR-BBA-Bloomberg” means that the rate for a Reset Date will be the deposits in Australian Dollars for a period of the Designated Maturity which appears on the Bloomberg Screen BBAM AU Page under the heading “LIBOR” as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Bloomberg Screen BBAM AU Page, the rate for that Reset Date will be determined as if the parties had specified “AUD-LIBOR-Reference Banks” as the applicable Floating Rate Option.

(ix) “AUD-LIBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Australian Dollars are offered by the Reference Banks at approximately 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date to prime banks in the London interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Sydney, selected by the Calculation Agent, at approximately 11:00 a.m., Sydney time, on that Reset Date for loans in Australian Dollars to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(x) “AUD-Swap Rate-Reuters” means that the rate for a Reset Date will be the mid-rate for Australian Dollar swaps with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen IRSW10AM Page as of 10:00 am, London time, on that Reset Date. If such rate does not appear on the Reuters Screen IRSW10AM Page, the rate for that Reset Date will be determined by the Calculation Agent.

**(b) Canadian Dollar.**

(i) “CAD-BA-CDOR” means that the rate for a Reset Date will be the average rate for Canadian Dollar bankers acceptances for a period of the Designated Maturity which appears on the Reuters Screen CDOR Page as of 10:00 a.m., Toronto time, on that Reset Date. If such rate does not appear on the Reuters Screen CDOR Page, the rate for that Reset Date will be determined as if the parties had specified “CAD-BA-Reference Banks” as the applicable Floating Rate Option.

(ii) “CAD-BA-CDOR-Bloomberg” means that the rate for a Reset Date will be the average rate for Canadian Dollar bankers acceptances for a period of the Designated Maturity which appears on the Bloomberg Screen ALLX CDOR<GO> Page as of 10:00 a.m., Toronto time, on that Reset Date. If such rate does not appear on the Bloomberg Screen ALLX CDOR<GO> Page, the rate for that Reset Date will be determined as if the parties had specified “CAD-BA-Reference Banks” as the applicable Floating Rate Option.

(iii) “CAD-BA-Reuters” means that the rate for a Reset Date will be the average rate for settlement rates for Canadian Dollar bankers acceptances for a period of the Designated Maturity which appears on the Reuters Screen CAFIX= Page as of 10:00 a.m., Toronto time, on that Reset Date. If such rate does not appear on the Reuters Screen CAFIX= Page, the rate for that Reset Date will be determined as if the parties had specified “CAD-BA-Reference Banks” as the applicable Floating Rate Option.

(iv) “CAD-BA-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the bid rates of the Reference Banks for Canadian Dollar bankers acceptances for a period of the Designated Maturity for settlement on that Reset Date and in a Representative Amount accepted by the Reference Banks as of 10:00 a.m., Toronto time, on that Reset Date. The Calculation Agent will request the principal Toronto office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the bid rates quoted by major banks in Toronto, selected by the Calculation Agent, for Canadian Dollar bankers acceptances for a period of the Designated Maturity for settlement on that Reset Date and in a Representative Amount accepted by those banks as of 10:00 a.m., Toronto time, on that Reset Date.

(v) “CAD-TBILL-Reuters” means that the rate for a Reset Date will be the average rate for Government of Canada Treasury bills for a period of the Designated Maturity which appears on the Reuters Screen CAFIX= Page as of 10:00 a.m., Toronto time, on that Reset Date. If such rate does not appear on the Reuters Screen CAFIX= Page, the rate for that Reset Date will be determined as if the parties had specified “CAD-TBILL-Reference Banks” as the applicable Floating Rate Option.

(vi) “CAD-TBILL-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the secondary market bid rates of the Reference Banks as of 10:00 a.m., Toronto time, on that Reset Date for the issue of current Government of Canada Treasury bills with a remaining maturity closest to the Designated Maturity. The Calculation Agent will request the principal Toronto office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the secondary market bid rates quoted by major banks



in Toronto, selected by the Calculation Agent, as of 10:00 a.m., Toronto time, on that Reset Date for the issue of current Government of Canada Treasury bills with a remaining maturity closest to the Designated Maturity.

(vii) “CAD-LIBOR-BBA” means that the rate for a Reset Date will be the rate for deposits in Canadian Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specified “CAD-LIBOR-Reference Banks” as the applicable Floating Rate Option.

(viii) “CAD-LIBOR-BBA-Bloomberg” means that the rate for a Reset Date will be the rate for deposits in Canadian Dollars for a period of the Designated Maturity which appears on the Bloomberg Screen BTMM CA Page under the heading “C\$LIBOR” as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Bloomberg Screen BTMM CA Page, the rate for that Reset Date will be determined as if the parties had specified “CAD-LIBOR-Reference Banks” as the applicable Floating Rate Option.

(ix) “CAD-LIBOR-BBA-SwapMarker” means that the rate for a Reset Date will be the rate for deposits in Canadian Dollars for a period of the Designated Maturity which appears on the SwapMarker Screen SMKR89 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the SwapMarker Screen SMKR89 Page, the rate for that Reset Date will be determined as if the parties had specified “CAD-LIBOR-Reference Banks” as the applicable Floating Rate Option.

(x) “CAD-LIBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Canadian Dollars are offered by the Reference Banks at approximately 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date to prime banks in the London interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Toronto, selected by the Calculation Agent, at approximately 11:00 a.m., Toronto time, on that Reset Date for loans in Canadian Dollars to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(xi) “CAD-REPO-CORRA” means that the rate for a Reset Date will be the overnight repo rate which appears under the heading “Financial Statistics - Money Market Yields” on the Bank of Canada’s Website at <http://www.bankofcanada.ca/en/rates/monmrt.html> in respect of that day.

(xii) “CAD-CORRA-OIS-COMPOUND” means that the rate for a Reset Date, calculated in accordance with the formula set forth below, will be the rate of return of a daily compound interest investment, (it being understood that the reference rate for the calculation of interest is the daily Canadian Dollar overnight repurchase rates determined by the Bank of Canada as the weighted average of non-specific collateral traded through brokers).

“CAD-CORRA-OIS-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{CORRA}_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“ $d_o$ ”, for any Calculation Period, is the number of Toronto Banking Days in the relevant Calculation Period;

“ $i$ ” is a series of whole numbers from one to  $d_o$ , each representing the relevant Toronto Banking Day in chronological order from, and including, the first Toronto Banking Day in the relevant Calculation Period;

“ $\text{CORRA}_i$ ”, for any day “ $i$ ” in the relevant Calculation Period, is a reference rate equal to the daily fixing for Canadian Dollar overnight repurchase rate as published at approximately 9:00 a.m., Toronto time, on the day that is one Toronto Banking Day following that day “ $i$ ” on the Bank of Canada’s Website at <http://www.bankofcanada.ca/fmd/monmrt.htm>. If such rate does not appear on such website page in respect of the day “ $i$ ”, the rate for that day will be as agreed between the parties, acting in good faith and in a commercially reasonable manner. If the parties cannot agree, the rate for that day will be the rate displayed on the Bank of Canada’s Website at <http://www.bankofcanada.ca/fmd/monmrt.htm> in respect of the first preceding Toronto Banking Day;

“ $n_i$ ” is the number of calendar days in the relevant Calculation Period on which the rate is  $\text{CORRA}_i$ ; and

“ $d$ ” is the number of calendar days in the relevant Calculation Period.

(xiii) “CAD-ISDA-Swap Rate” means that the rate for a Reset Date will be the swap rate for Canadian Dollar swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen ISDAFIX6 Page as of 11:00 a.m., Toronto time, on that Reset Date. If such rate does not appear on the Reuters Screen ISDAFIX6 Page, the rate for that Reset Date will be determined as if the parties had specified “CAD-BA-Reference Banks” as the applicable Floating Rate Option.

**(c) *Chilean Peso***

(i) “CL-CLICP-Bloomberg” means that the rate for a Reset Date will be the rate for swap transactions with a maturity of the Designated Maturity which appears on the Bloomberg Screen BTMM CL Page under the interbank heading “ABIF” as of 10:00 a.m., Santiago time, on that Reset Date. If such rate does not appear on the Bloomberg Screen BTMM CL Page, the rate for that Reset Date will be determined by the Calculation Agent.

**(d) Czech Koruna.**

(i) “CZK-PRIBOR-PRBO” means that the rate for a Reset Date will be the offered rate for deposits in Czech Korunas for a period of the Designated Maturity which appears on the Reuters Screen PRBO Page as of 11:00 a.m., Prague time, on the day that is two Prague Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen PRBO Page, the rate for that Reset Date will be determined as if the parties had specified “CZK-PRIBOR-Reference Banks” as the applicable Floating Rate Option.

(ii) “CZK-PRIBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Czech Korunas are offered by the Reference Banks at approximately 11:00 a.m., Prague time, on the day that is two Prague Banking Days preceding that Reset Date to prime banks in the Prague interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Prague office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Prague, selected by the Calculation Agent, at approximately 11:00 a.m., Prague time, on that Reset Date for loans in Czech Korunas to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

**(e) Danish Krone.**

(i) “DKK-CIBOR-DKNA13” means that the rate for a Reset Date will be the rate for deposits in Danish Kroner for a period of the Designated Maturity which appears on the Reuters Screen DKNA13 Page as of 11:00 a.m., Copenhagen time, on that Reset Date. If such rate does not appear on the Reuters Screen DKNA13 Page, the rate for that Reset Date will be determined as if the parties had specified “DKK-CIBOR-Reference Banks” as the applicable Floating Rate Option.

(ii) “DKK-CIBOR-DKNA13-Bloomberg” means that the rate for a Reset Date will be the rate for deposits in Danish Kroner for a period of the Designated Maturity which appears on the Bloomberg Screen BTMM DE Page under the heading “CIBOR FIX” as of 11:00 a.m., Copenhagen time, on that Reset Date. If such rate does not appear on the Bloomberg Screen BTMM DE Page, the rate for that Reset Date will be determined as if the parties had specified “DKK-CIBOR-Reference Banks” as the applicable Floating Rate Option.

(iii) “DKK-CIBOR2-DKNA13” means that the rate for a Reset Date will be the rate for deposits in Danish Kroner for a period of the Designated Maturity which appears on the Reuters Screen DKNA13 Page as of 11:00 a.m., Copenhagen time, on the day that is two Copenhagen Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen DKNA13 Page, the rate for that Reset Date will be determined as if the parties had specified “DKK-CIBOR-Reference Banks” as the applicable Floating Rate Option.

(iv) “DKK-CITA-DKNA14-COMPOUND” means that the rate for a Reset Date will be the rate for tomorrow next deposits in Danish Kroner which appears on the Reuters Screen DKNA14 Page as of 12:00 noon, Copenhagen time, on that Reset Date.

(v) “DKK-CIBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Danish Kroner are offered by the



Reference Banks (A) in the case of “DKK-CIBOR-DKNA13”, at approximately 11:00 a.m., Copenhagen time, on that Reset Date or (B) in the case of “DKK-CIBOR2-DKNA13”, at approximately 11:00 a.m., Copenhagen time, on the day that is two Copenhagen Banking Days preceding that Reset Date to prime banks in the Copenhagen interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Copenhagen office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Copenhagen, selected by the Calculation Agent, at approximately 11:00 a.m., Copenhagen time, on that Reset Date for loans in Danish Kroner to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(vi) “DKK-DKKOIS-OIS-COMPOUND” means that the rate for a Reset Date, calculated in accordance with the formula set forth below, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the arithmetic mean of the daily rates of the day-to-day interbank DKK market in Copenhagen).

“DKK-DKKOIS-OIS-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{DKKOIS}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

“ $d_o$ ” for any Calculation Period is the number of Copenhagen Banking Days in the relevant Calculation Period;

“ $i$ ” is a series of whole numbers from one to  $d_o$ , each representing the relevant Copenhagen Banking Day in chronological order from, and including, the first Copenhagen Banking Day in the relevant Calculation Period;

“ $\text{DKKOIS}_i$ ”, for any day “ $i$ ” in the relevant Calculation Period, is a reference rate equal to the daily fixing for Danish Kroner tomorrow next deposits as published at approximately 11:00 a.m., Copenhagen time, on the day that is one Copenhagen Banking Day preceding that day “ $i$ ” on the Reuters Screen DKNA14 Page, under the heading “T/N Rente”. If such rate does not appear on the Reuters Screen DKNA14 Page in respect of any day “ $i$ ”, the rate for that day will be as agreed between the parties, acting in good faith and in a commercially reasonable manner. If the parties cannot agree, the rate for that day will be the rate displayed on the Reuters Screen DKNA14 Page in respect of the first preceding Copenhagen Banking Day;

“ $n_i$ ” is the number of calendar days in the relevant Calculation Period on which the rate is  $\text{DKKOIS}_i$ ; and

“ $d$ ” is the number of calendar days in the relevant Calculation Period.

*(f) Euro.*

(i) “EUR-EURIBOR-Reuters” means that the rate for a Reset Date will be the rate for deposits in euros for a period of the Designated Maturity which appears on the Reuters Screen EURIBOR01 Page as of 11:00 a.m., Brussels time, on the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the Reuters Screen EURIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specified “EUR-EURIBOR-Reference Banks” as the applicable Floating Rate Option.

(ii) “EUR-EURIBOR-Act/365” means that the rate for a Reset Date will be the rate for deposits in euros for a period of the Designated Maturity which appears on the Reuters Screen EURIBOR365 Page as of 11:00 a.m., Brussels time, on the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the Reuters Screen EURIBOR365 Page, the rate for that Reset Date will be determined as if the parties had specified “EUR-EURIBOR-Reference Banks” as the applicable Floating Rate Option.

(iii) “EUR-EURIBOR-Act/365-Bloomberg” means that the rate for a Reset Date will be the rate for deposits in euros for a period of the Designated Maturity which appears on the Bloomberg Screen BTMM EU Page under the heading “EURIBORFIX” as of 11:00 a.m., Brussels time, on the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the Bloomberg Screen BTMM EU Page, the rate for that Reset Date will be determined as if the parties had specified “EUR-EURIBOR-Reference Banks” as the applicable Floating Rate Option.

(iv) “EUR-EURIBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in euros are offered by the Reference Banks at approximately 11:00 a.m., Brussels time, on the day that is two TARGET Settlement Days preceding that Reset Date to prime banks in the Euro-zone interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount (A) in the case of “EUR-EURIBOR-Reuters”, assuming an Actual/360 day count basis, or (B) in the case of “EUR-EURIBOR-Act/365” and “EUR-EURIBOR-Act/365-Bloomberg”, assuming an Actual/365 (Fixed) day count basis. The Calculation Agent will request the principal Euro-zone office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in the Euro-zone, selected by the Calculation Agent, at approximately 11:00 a.m., Brussels time, on that Reset Date for loans in euros to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(v) “EUR-LIBOR-BBA” means that the rate for a Reset Date will be the rate for deposits in euros for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specified “EUR-LIBOR-Reference Banks” as the applicable Floating Rate Option.

(vi) “EUR-LIBOR-BBA-Bloomberg” means that the rate for a Reset Date will be the rate for deposits in euros for a period of the Designated Maturity which appears on the Bloomberg Screen BTMM EU Page under the heading “EUR LIBOR FIX” as of 11:00 a.m.,

London time, on the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the Bloomberg Screen BTMM EU Page, the rate for that Reset Date will be determined as if the parties had specified “EUR-LIBOR-Reference Banks” as the applicable Floating Rate Option.

(vii) “EUR-LIBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in euros are offered by the Reference Banks at approximately 11:00 a.m., London time, on the day that is two TARGET Settlement Days preceding that Reset Date to prime banks in the London interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in London, selected by the Calculation Agent, at approximately 11:00 a.m., London time, on that Reset Date for loans in euros to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(viii) “EUR-EONIA-OIS-COMPOUND” means that the rate for a Reset Date, calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the arithmetic mean of the daily rates of the day-to-day Euro-zone interbank euro money market).

“EUR-EONIA-OIS-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a), but to the nearest one ten-thousandth of a percentage point (0.0001%):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{EONIA}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

“ $d_o$ ”, for any Calculation Period, is the number of TARGET Settlement Days in the relevant Calculation Period;

“ $i$ ” is a series of whole numbers from one to  $d_o$ , each representing the relevant TARGET Settlement Days in chronological order from, and including, the first TARGET Settlement Day in the relevant Calculation Period;

“ $\text{EONIA}_i$ ”, for any day “ $i$ ” in the relevant Calculation Period, is a reference rate equal to the overnight rate as calculated by the European Central Bank and appearing on the Reuters Screen EONIA Page in respect of that day;

“ $n_i$ ” is the number of calendar days in the relevant Calculation Period on which the rate is  $\text{EONIA}_i$ ; and

“ $d$ ” is the number of calendar days in the relevant Calculation Period.

(ix) “EUR-EONIA-OIS-COMPOUND-Bloomberg” means that the rate for a Reset Date, calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the arithmetic mean of the daily rates of the day-to-day Euro-zone interbank euro money market).

“EUR-EONIA-OIS-COMPOUND-Bloomberg” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a), but to the nearest one ten-thousandth of a percentage point (0.0001%):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{EONIA}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

“ $d_o$ ”, for any Calculation Period, is the number of TARGET Settlement Days in the relevant Calculation Period;

“ $i$ ” is a series of whole numbers from one to  $d_o$ , each representing the relevant TARGET Settlement Days in chronological order from, and including, the first TARGET Settlement Day in the relevant Calculation Period;

“ $\text{EONIA}_i$ ”, for any day “ $i$ ” in the relevant Calculation Period, is a reference rate equal to the overnight rate as calculated by the European Central Bank and appearing on the Bloomberg Screen ALLX EBFS Page in respect of that day;

“ $n_i$ ” is the number of calendar days in the relevant Calculation Period on which the rate is  $\text{EONIA}_i$ ; and

“ $d$ ” is the number of calendar days in the relevant Calculation Period.

(x) “EUR-EURONIA-OIS-COMPOUND” means that the rate for a Reset Date, calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the arithmetic mean of the daily rates of the day-to-day interbank euro money market in London).

“EUR-EURONIA-OIS-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a), but to the nearest one ten-thousandth of a percentage point (0.0001%):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{EURONIA}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

“ $d_o$ ”, for any Calculation Period, is the number of London Banking Days in the relevant Calculation Period;

“i” is a series of whole numbers from one to  $d_0$ , each representing the relevant London Banking Days in chronological order from, and including, the first London Banking Day in the relevant Calculation Period;

“EURONIA<sub>i</sub>”, for any day “i” in the relevant Calculation Period, is a reference rate equal to the overnight rate as calculated by the Wholesale Markets Brokers’ Association and appearing on the Reuters Screen 3367 Page under the heading “Euro Overnight Index” in respect of that day;

“n<sub>i</sub>” is the number of calendar days in the relevant Calculation Period on which the rate is EURONIA<sub>i</sub>; and

“d” is the number of calendar days in the relevant Calculation Period.

(xi) “EUR-EONIA-AVERAGE” means that the rate for a Reset Date, calculated in accordance with the formula set forth below in this subparagraph, will be the average monthly rate of the day-to-day Euro-zone interbank euro money market (EONIA), adjusted to take into account the exact number of days in the month concerned. Meanings for certain terms relevant to this Floating Rate Option shall be as specified in Exhibit III to these 2006 Definitions.

“EUR-EONIA-AVERAGE” will be calculated as follows:

$$\frac{100}{D} \times \left[ \sum_{i=1}^{i=D} \text{EONIA}_i \right]$$

where:

“EONIA<sub>i</sub>”, for any relevant day “i” in the month of the Calculation Period, is a reference rate equal to the overnight rate as calculated by the European Central Bank and appearing on the Reuters Screen EONIA Page in respect of that day, if that day is a TARGET Settlement Day, or in respect of the TARGET Settlement Day immediately preceding that day, if that day is not a TARGET Settlement Day;

“D”, for the month of the Calculation Period, is the number of calendar days in that month; and

“i” is a series of whole numbers from one to D, each representing in the month of the Calculation Period the relevant calendar days in that month in chronological order from, and including, the first day of that month to, and including, the last day of that month.

(xii) “EUR-TEC10-CNO” means that the rate for a Reset Date will be the rate which appears on the Reuters Screen CNOTEC Page across from the caption “TEC10” as of 10:00 a.m., Paris time, on the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the Reuters Screen CNOTEC Page, the rate for that Reset Date will be determined as if the parties had specified “EUR-TEC10-Reference Banks” as the applicable Floating Rate Option.

(xiii) “EUR-TEC10-CNO-SwapMarker” means that the rate for a Reset Date will be the rate which appears on the SwapMarker Screen SMKR19 Page as of 10:00 a.m., Paris time, on

the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the SwapMarker Screen SMKR19 Page, the rate for that Reset Date will be determined as if the parties had specified “EUR-TEC10-Reference Banks” as the applicable Floating Rate Option.

(xiv) “EUR-TEC10-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the mid-market prices for each of the two reference Obligations Assimilables du Trésor which would have been used for the calculation of the rate which appears on the Reuters Screen CNOTEC Page across from the caption “TEC10”, quoted by five Spécialistes en Valeurs du Trésor at approximately 10:00 a.m., Paris time, on the day that is two TARGET Settlement Days preceding that Reset Date. The Calculation Agent will request the principal Paris office of each of the Spécialistes en Valeurs du Trésor to provide a quotation of its price. The rate for that Reset Date will be the redemption yield of the arithmetic mean of such prices as determined by the Calculation Agent after discarding the highest and lowest such quotations.

(xv) “EUR-TEC5-CNO” means that the rate for a Reset Date will be the rate which appears on the Reuters Screen CNOTEC Page across from the caption “TEC5” as of 10:00 a.m., Paris time, on the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the Reuters Screen CNOTEC Page, the rate for that Reset Date will be determined as if the parties had specified “EUR-TEC5-Reference Banks” as the applicable Floating Rate Option.

(xvi) “EUR-TEC5-CNO-SwapMarker” means that the rate for a Reset Date will be the rate which appears on the SwapMarker Screen SMKR19 Page as of 10:00 a.m., Paris time, on the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the SwapMarker Screen SMKR19 Page, the rate for that Reset Date will be determined as if the parties had specified “EUR-TEC5-Reference Banks” as the applicable Floating Rate Option.

(xvii) “EUR-TEC5-Reference Banks” means that the rate for that Reset Date will be determined on the basis of the mid-market prices for each of the two reference Obligations Assimilables du Trésor or B.T.A.N. which would have been used for the calculation of the rate which appears on the Reuters Screen CNOTEC Page across from the caption “TEC5”, quoted by five Spécialistes en Valeurs du Trésor, at approximately 10:00 a.m., Paris time, on the day that is two TARGET Settlement Days preceding that Reset Date. The Calculation Agent will request the principal Paris office of each of the Spécialistes en Valeurs du Trésor to provide a quotation of its price. The rate for that Reset Date will be the redemption yield of the arithmetic mean of such prices as determined by the Calculation Agent after discarding the highest and lowest such quotations.

(xviii) “EUR-Annual Swap Rate-10:00” means that the rate for a Reset Date will be the annual swap rate for euro swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen TGM42281 Page as of 10:00 a.m., London time, on the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the Reuters Screen TGM42281 Page, the rate for that Reset Date will be determined as if the parties had specified “EUR-Annual Swap Rate-Reference Banks” as the applicable Floating Rate Option.

(xix) “EUR-Annual Swap Rate-10:00-Bloomberg” means that the rate for a Reset Date will be the annual swap rate for euro swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Bloomberg Screen BTMM EU Page



under the heading “Euro Swaps” as of 10:00 a.m., London time, on the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the Bloomberg Screen BTMM EU Page, the rate for that Reset Date will be determined as if the parties had specified “EUR-Annual Swap Rate-Reference Banks” as the applicable Floating Rate Option.

(xx) “EUR-Annual Swap Rate-10:00-SwapMarker” means that the rate for a Reset Date will be the annual swap rate for euro swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the SwapMarker Screen SMKR15 Page as of 10:00 a.m., London time, on the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the SwapMarker Screen SMKR15 Page, the rate for that Reset Date will be determined as if the parties had specified “EUR-Annual Swap Rate-Reference Banks” as the applicable Floating Rate Option.

(xxi) “EUR-Annual Swap Rate-11:00” means that the rate for a Reset Date will be the annual swap rate for euro swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen TGM42281 Page as of 11:00 a.m., London time, on the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the Reuters Screen TGM42281 Page, the rate for that Reset Date will be determined as if the parties had specified “EUR-Annual Swap Rate-Reference Banks” as the applicable Floating Rate Option.

(xxii) “EUR-Annual Swap Rate-11:00-Bloomberg” means that the rate for a Reset Date will be the annual swap rate for euro swap transactions with a maturity of the Designated Maturity expressed as a percentage, which appears on the Bloomberg Screen BTMM EU Page under the heading “Euro Swaps” as of 11:00 a.m., London time, on the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the Bloomberg Screen BTMM EU Page, the rate for that Reset Date will be determined as if the parties had specified “EUR-Annual Swap Rate-Reference Banks” as the applicable Floating Rate Option.

(xxiii) “EUR-Annual Swap Rate-11:00-SwapMarker” means that the rate for a Reset Date will be the annual swap rate for euro swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the SwapMarker Screen SMKR15 Page as of 11:00 a.m., London time, on the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the SwapMarker Screen SMKR15 Page, the rate for that Reset Date will be determined as if the parties had specified “EUR-Annual Swap Rate-Reference Banks” as the applicable Floating Rate Option.

(xxiv) “EUR-Annual Swap Rate-3 Month” means that the rate for a Reset Date will be the annual swap rate for euro swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen TGM42284 Page as of 10:00 a.m., London time, on the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the Reuters Screen TGM42284 Page the rate for that Reset Date will be determined as if the parties had specified “EUR-Annual Swap Rate-Reference Banks” as the applicable Floating Rate Option.

(xxv) “EUR-Annual Swap Rate-3 Month-SwapMarker” means that the rate for a Reset Date will be the annual swap rate for euro swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the SwapMarker Screen SMKR10 Page as of 10:00 a.m., London time, on the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the SwapMarker Screen SMKR10 Page, the rate for

that Reset Date will be determined as if the parties had specified “EUR-Annual Swap Rate-Reference Banks” as the applicable Floating Rate Option.

(xxvi) “EUR-ISDA-EURIBOR Swap Rate-11:00” means that the rate for a Reset Date will be the annual swap rate for euro swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen ISDAFIX2 Page under the heading “EURIBOR BASIS – EUR” and above the caption “11:00AM FRANKFURT” as of 11:00 a.m., Frankfurt time, on the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDAFIX2 Page, the rate for that Reset Date will be determined as if the parties had specified “EUR-Annual Swap Rate-Reference Banks” as the applicable Floating Rate Option.

(xxvii) “EUR-ISDA-EURIBOR Swap Rate-12:00” means that the rate for a Reset Date will be the annual swap rate for euro swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen ISDAFIX2 Page under the heading “EURIBOR BASIS – EUR” and above the caption “12:00PM FRANKFURT” as of 12:00 noon, Frankfurt time, on the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDAFIX2 Page, the rate for that Reset Date will be determined as if the parties had specified “EUR-Annual Swap Rate-Reference Banks” as the applicable Floating Rate Option.

(xxviii) “EUR-ISDA-LIBOR Swap Rate-10:00” means that the rate for a Reset Date will be the annual swap rate for euro swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen ISDAFIX2 Page under the heading “EURO LIBOR BASIS – EUR” and above the caption “10:00AM LONDON” as of 10:00 a.m., London time, on the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDAFIX2 Page, the rate for that Reset Date will be determined as if the parties had specified “EUR-Annual Swap Rate-Reference Banks” as the applicable Floating Rate Option.

(xxix) “EUR-ISDA-LIBOR Swap Rate-11:00” means that the rate for a Reset Date will be the annual swap rate for euro swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen ISDAFIX2 Page under the heading “EURO LIBOR BASIS – EUR” and above the caption “11:00AM LONDON” as of 11:00 a.m., London time, on the day that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDAFIX2 Page, the rate for that Reset Date will be determined as if the parties had specified “EUR-Annual Swap Rate-Reference Banks” as the applicable Floating Rate Option.

(xxx) “EUR-EONIA-Swap-Index” means that the rate for a Reset Date will be the mid-market swap rate for euro swap transactions with a maturity of the Designated Maturity which appears on the Reuters Screen EONIAINDEX Page as of 4:30 p.m., Brussels time, on the date that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the Reuters Screen EONIAINDEX Page, the rate for that Reset Date will be the mid-market swap rate for euro swap transactions with a maturity of the Designated Maturity which appears on the Reuters Screen ICAP10 Page under the heading “EONIA” as of 4:30 p.m., Brussels time, on the date that is two TARGET Settlement Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ICAP10 Page, the rate for that Reset Date will be determined as if the parties had specified “EUR-Annual Swap Rate-Reference Banks” as the applicable Floating Rate Option.



(xxxi) “EUR-Annual Swap Rate-Reference Banks” means that the rate for a Reset Date will be a percentage determined on the basis of the mid-market annual swap rate quotations provided by the Reference Banks (A) in the case of “EUR-Annual Swap Rate-10:00”, “EUR-Annual Swap Rate-10:00-Bloomberg”, “EUR-Annual Swap Rate-10:00-SwapMarker”, “EUR-Annual Swap Rate-3 Month”, “EUR-Annual Swap Rate-3 Month-SwapMarker” or “EUR-ISDA-LIBOR Swap Rate-10:00”, at approximately 10:00 a.m., London time, (B) in the case of “EUR-ISDA-EURIBOR Swap Rate-11:00”, at approximately 11:00 a.m., Frankfurt time, (C) in the case of “EUR-Annual Swap Rate-11:00”, “EUR-Annual Swap Rate-11:00-Bloomberg”, “EUR-Annual Swap Rate-11:00-SwapMarker” or “EUR-ISDA-LIBOR Swap Rate-11:00”, at approximately 11:00 a.m., London time, (D) in the case of “EUR-ISDA-EURIBOR Swap Rate-12:00”, at approximately 12:00 noon, Frankfurt time, or (E) in the case of “EUR-EONIA-Swap-Index”, at approximately 4:30 p.m., Brussels time, in each case on the day that is two TARGET Settlement Days preceding that Reset Date. For this purpose, the mid-market annual swap rate means the arithmetic mean of the bid and offered rates for the annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating euro interest rate swap transaction with a term equal to the Designated Maturity commencing on that Reset Date and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/360 day count basis, is equivalent to (1) in the case of “EUR-Annual Swap Rate-10:00”, “EUR-Annual Swap Rate-10:00-Bloomberg”, “EUR-Annual Swap Rate-10:00-SwapMarker”, “EUR-Annual Swap Rate-11:00”, “EUR-Annual Swap Rate-11:00-Bloomberg”, “EUR-Annual Swap Rate-11:00-SwapMarker”, “EUR-ISDA-EURIBOR Swap Rate-11:00” or “EUR-ISDA-EURIBOR Swap Rate-12:00”, with a Designated Maturity of six months, (2) in the case of “EUR-Annual Swap Rate-3 Month”, “EUR-Annual Swap Rate-3 Month-SwapMarker”, with a Designated Maturity of three months, (3) in the case of “EUR-ISDA-LIBOR Swap Rate-10:00” or “EUR-ISDA-LIBOR Swap Rate-11:00”, with a Designated Maturity of six months or (4) in the case of “EUR-EONIA-Swap-Index”, for a period of the Designated Maturity. The Calculation Agent will request the principal office of each of the Reference Banks to provide a quotation of its rate. If at least three quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest).

**(g) *Hong Kong Dollar.***

(i) “HKD-HIBOR-HIBOR=” means that the rate for a Reset Date will be the rate for deposits in Hong Kong Dollars for a period of the Designated Maturity which appears on the Reuters Screen HIBOR1=R Page (for Designated Maturities of one month to six months, inclusive) or the Reuters Screen HIBOR2=R Page (for Designated Maturities of seven months to one year, inclusive), in each case across from the caption “FIXING@11:00” as of 11:00 a.m., Hong Kong time, on that Reset Date. If such rate does not appear on the Reuters Screen HIBOR1=R Page or HIBOR2=R Page, as appropriate, the rate for that Reset Date will be determined as if the parties had specified “HKD-HIBOR-HKAB” as the applicable Floating Rate Option.

(ii) “HKD-HIBOR-HIBOR-Bloomberg” means that the rate for a Reset Date will be the rate for deposits in Hong Kong Dollars for a period of the Designated Maturity which appears on the Bloomberg Screen HKMA 2 Page under the caption “HKMA O/N HIBOR” of 11:00 a.m., Hong Kong time, on that Reset Date. If such rate does not appear on the Bloomberg Screen HKMA 2 Page the rate for that Reset Date will be determined as if the parties had specified “HKD-HIBOR-HKAB-Bloomberg” as the applicable Floating Rate Option.

(iii) “HKD-HIBOR-HKAB” means that the rate for a Reset Date will be the rate for deposits in Hong Kong Dollars for a period of the Designated Maturity which appears on the Reuters Screen HKABHIBOR Page as of 11:00 a.m., Hong Kong time, on that Reset Date. If such rate does not appear on the Reuters Screen HKABHIBOR Page, the rate for that Reset Date will be determined as if the parties had specified “HKD-HIBOR-Reference Banks” as the applicable Floating Rate Option.

(iv) “HKD-HIBOR-HKAB-Bloomberg” means that the rate for a Reset Date will be the rate for deposits in Hong Kong Dollars for a period of the Designated Maturity which appears on the Bloomberg Screen BTMM HK Page under the heading “HIBOR” as of 11:00 a.m., Hong Kong time, on that Reset Date. If such rate does not appear on the Bloomberg Screen BTMM HK Page the rate for that Reset Date will be determined as if the parties had specified “HKD-HIBOR-Reference Banks” as the applicable Floating Rate Option.

(v) “HKD-HIBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Hong Kong Dollars are offered by the Reference Banks at approximately 11:00 a.m., Hong Kong time, on the Reset Date to prime banks in the Hong Kong interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Hong Kong office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Hong Kong, selected by the Calculation Agent, at approximately 11:00 a.m., Hong Kong time, on that Reset Date for loans in Hong Kong Dollars to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(vi) “HKD-HONIX-OIS-COMPOUND” means that the rate for a Reset Date, calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the arithmetic mean of the daily rates of the day-to-day interbank HKD money market in Hong Kong as determined below).

“HKD-HONIX-OIS-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{HONIX_i \times n_i}{365} \right) - 1 \right] \frac{365}{d}$$

where:

“ $d_o$ ”, for any Calculation Period, is the number of Hong Kong Banking Days in the relevant Calculation Period;

“ $i$ ” is a series of whole numbers from one to  $d_o$ , each representing the relevant Hong Kong Banking Days in chronological order from, and including, the first Hong Kong Banking Day in the relevant Calculation Period;

“HONIX<sub>i</sub>”, for any day “i” in the relevant Calculation Period, is a reference rate equal to the overnight rate as calculated by the Hong Kong Brokers’ Association and appearing on the Reuters Screen HONIX Page as at 5:30 p.m., Hong Kong time, in respect of that day. If such rate does not appear on the Reuters Screen HONIX Page in respect of any day “i”, the rate for that day will be as agreed between the parties, acting in good faith and in a commercially reasonable manner. If the parties cannot agree, the rate for that day will be the rate displayed on the Reuters Screen HONIX Page in respect of the first preceding Hong Kong Banking Day;

“n<sub>i</sub>” is 1, except where the Hong Kong Banking Day is the day immediately preceding a day which is not a Hong Kong Banking Day, in which case it is the number of calendar days from, and including, that Hong Kong Banking Day to, but excluding, the next Hong Kong Banking Day; and

“d” is the number of calendar days in the relevant Calculation Period.

(vii) “HKD-ISDA-Swap Rate-11:00” means that the rate for a Reset Date will be the swap rate for Hong Kong Dollar swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen ISDAFIX5 Page as of 11:00 a.m., Hong Kong time, on that Reset Date. If such rate does not appear on the Reuters Screen ISDAFIX5 Page, the rate for that Reset Date will be determined by the Calculation Agent.

(viii) “HKD-ISDA-Swap Rate-4:00” means that the rate for a Reset Date will be the swap rate for Hong Kong Dollar swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen ISDAFIX5 Page as of 4:00 p.m., Hong Kong time, on that Reset Date. If such rate does not appear on the Reuters Screen ISDAFIX5 Page, the rate for that Reset Date will be determined by the Calculation Agent.

**(h) *Hungarian Forint.***

(i) “HUF-BUBOR-Reuters” means that the rate for a Reset Date will be the rate for deposits in Hungarian Forint for a period of the Designated Maturity which appears on the Reuters Screen BUBOR Page as of 12:30 p.m., Budapest time, on the day that is two Budapest Banking Days preceding that Reset Date and for which the “Date of Fixing” is designated as the day that is two Budapest Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen BUBOR Page by 12:30 p.m., Budapest time, or is at that time designated as the rate for a previous “Date of Fixing”, the rate for that Reset Date will be determined on the basis of the BUBOR rate as published by the National Bank of Hungary pursuant to the BUBOR Regulation on the day that is two Budapest Banking Days preceding that Reset Date for a period of the Designated Maturity commencing on that Reset Date. If such published rate is not available, the rate for that Reset Date will be determined as if the parties had specified “HUF-BUBOR-Reference Banks” as the applicable Floating Rate Option.

(ii) “HUF-BUBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Hungarian Forint are offered by Reference Banks in the Budapest interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount at approximately 12:30 p.m., Budapest time, on the day that is two Budapest Banking Days preceding that Reset Date. The Calculation Agent will request the principal Budapest office of each of the Reference Banks to provide a quotation of its rate. If quotations are obtained from each of the eight Reference Banks, the rate for that Reset Date will be the arithmetic mean of the four rates remaining after the two

highest and the two lowest are excluded. If at least four, but fewer than eight, quotations are obtained (after the substitution of Passive Interest Rate Listing Banks for Active Interest Rate Listing Banks as contemplated by Section 7.3(c)(x)), the rate for that Reset Date will be the arithmetic mean of the rates remaining after the single highest and the single lowest rates are excluded. If fewer than four quotations are provided as requested, the rate for that Reset Date will be the rate for deposits in Hungarian Forint for a period of the Designated Maturity which was most recently published by the National Bank of Hungary pursuant to the BUBOR Regulation.

**(i) *Indian Rupee.***

(i) “INR-MIBOR-OIS-COMPOUND” means that the rate for a Reset Date, calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the arithmetic mean of the daily rates of the day-to-day interbank INR offered rate). For the purposes of this Rate Option, the definition of Business Day will include Saturday, provided that banks are open for general business on such Saturday.

“INR-MIBOR-OIS-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a), but to the nearest one ten-thousandth of a percentage point (0.0001%):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{R_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“ $d_o$ ”, for any Calculation Period, is the number of Business Days in the relevant Calculation Period;

“ $i$ ” is a series of whole numbers from one to  $d_o$ , each representing the relevant Business Days in chronological order from, and including, the first Business Day in the relevant Calculation Period;

“ $n_i$ ” is the number of calendar days in the relevant Calculation Period on which the rate is  $R_i$ ;

“ $d$ ” is the number of calendar days in the relevant Calculation Period; and

“ $R_i$ ”, for any Business Day “ $i$ ” in the relevant Calculation Period is the Mumbai Inter-Bank Offered Rate, as published jointly by FIMMDA and the National Stock Exchange of India for a period of the Designated Maturity which appears on the Reuters Screen MIBR=NS Page under the heading “MIBOR” as of 9:40 a.m., India Standard Time, on that Business Day. If such rate does not appear on the Reuters Screen MIBR=NS Page as of 9:40 a.m., India Standard Time, on that Business Day then the rate for that Business Day will be the MIBOR rate for a period of the Designated Maturity as published as of 9.40 a.m., India Standard Time, on that Business Day as published on the National Stock Exchange of India’s Website under the “WDM” menu or as published on FIMMDA’s Website at <http://www.fimmda.org> under the “Benchmark” menu or on such other part of the respective website as may be reorganised from time to time.

If such rate does not appear on FIMMDA's Website or the National Stock Exchange of India's Website as of 10:40 a.m., India Standard Time, on that Business Day, the rate for that Business Day will be the rate which appears on the Reuters Screen MIBR= Page next to the caption "FIXING@940AM". If such rate does not appear on the Reuters Screen MIBR= Page as of 10:40 a.m., India Standard Time, on that Business Day, the rate for that Business Day will be determined as if the parties had specified "INR-Reference Banks" as the applicable Floating Rate Option for purposes of determining  $R_i$ .

(ii) "INR-MITOR-OIS-COMPOUND" means that the rate for a Reset Date, calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the arithmetic mean of the daily rates of the day-to-day interbank INR tomorrow offered rate).

"INR-MITOR-OIS-COMPOUND" will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with method set forth in Section 8.1(a), but to the nearest one ten-thousandth of a percentage point (0.0001%):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{R_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

" $d_o$ ", for any Calculation Period, is the number of Business Days in the relevant Calculation Period;

" $i$ " is a series of whole numbers from one to  $d_o$ , each representing the relevant Business Days in chronological order from, and including, the first Business Day in the relevant Calculation Period;

" $n_i$ " is the number of calendar days in the relevant Calculation Period on which the rate is  $R_i$ ;

" $d$ " is the number of calendar days in the relevant Calculation Period; and

" $R_i$ ", for any Business Day " $i$ " in the relevant Calculation Period is the Mumbai Inter-Bank Tomorrow Offered Rate, as published by FIMMDA for a period of the Designated Maturity which appears on the Reuters Screen MIFOR= Page as of 10:30 a.m., India Standard Time, on that Business Day. If such rate does not appear on the Reuters Screen MIFOR= Page as of 11:30 a.m., India Standard Time, on that Business Day then the rate for that Business Day will be the rate for a period of the Designated Maturity as published on that Business Day on FIMMDA's Website under the "Benchmark" menu under the caption "MIFOR Rate" and "Rate Offer" or on such other part of FIMMDA's Website as may be reorganised from time to time. If such rate does not appear on FIMMDA's Website as of 11:30 a.m., India Standard Time, on that Business Day, the rate for that Business Day will be determined as if the parties had specified "INR-Reference Banks" as the applicable Floating Rate Option. In such case the Calculation Agent will ask each of the Reference Banks to provide a quotation of



their offered side of INR/USD forward points for the forward sale of INR against USD for settlement on the next Business Day and the forward points so determined by the Calculation Agent will be the “Forward Points” for purposes of the following formula. The Calculation Agent will then determine the rate for that Business Day by applying the following formula:

$$\text{Floating Rate} = \{[(\text{Spot Rate} + \text{Forward Points}) / \text{Spot Rate} \times (1 + \text{Fed Funds} \times N1)] - 1\} \times N2 \times 100$$

where:

“Spot Rate” means the Reserve Bank of India’s published USD/INR spot rate (expressed as a number of INR per one USD) which appears on the Reuters Screen RBIB Page as of 1:00 p.m., India Standard Time, on that Business Day (if such rate is not available the Calculation Agent will ask each of the Reference Banks to provide a quotation of such rate);

“Fed Funds” means the rate for overnight USD Federal funds which appears on the Reuters Screen USONFFE= Page on that Business Day;

“N1” means the number of days from, and including, the relevant Business Day to, but excluding, the next Business Day, divided by 360; and

“N2” means 365 divided by the number of days from, and including, the relevant Business Day to, but excluding, the next Business Day.

(iii) “INR-MIFOR” means that the rate for a Reset Date will be the Mumbai Inter-Bank Forward Offered Rate for a period of the Designated Maturity which appears on the Reuters Screen MIFOR= Page as of 4:30 p.m., India Standard Time, on the day that is two Business Days preceding the Reset Date. If such rate does not appear on the Reuters Screen MIFOR= Page as of 5:30 p.m., India Standard Time, on the day that is two Business Days preceding the Reset Date then the rate will be the rate for a period of the Designated Maturity as published on that Business Day on FIMMDA’s Website under the “Benchmark” menu under the caption “MIFOR Rate” and “Imp Offer” or on such other part of FIMMDA’s Website as may be reorganised from time to time. If such rate does not appear on FIMMDA’s Website as of 5:30 p.m., India Standard Time, on the day that is two Business Days preceding the Reset Date, the rate for the Reset Date will be determined as if the parties had specified “INR-Reference Banks” as the applicable Floating Rate Option. In such case the Calculation Agent will ask each of the Reference Banks to provide a quotation of their offered side of INR/USD forward points for the forward sale of INR against USD for settlement on the last day of a period equivalent to the Designated Maturity and commencing on the Reset Date and the forward points so determined by the Calculation Agent will be the “Forward Points” for purposes of the following formula. The Calculation Agent will then determine the rate for the Reset Date by applying the following formula:

$$\text{Floating Rate} = \{[(\text{Spot Rate} + \text{Forward Points}) / \text{Spot Rate} \times (1 + \text{LIBOR} \times N1)] - 1\} \times N2 \times 100$$

where:

“Spot Rate” means the Reserve Bank of India’s published USD/INR spot rate (expressed as a number of INR per one USD) which appears on the Reuters Screen RBIB

Page as of 1:00 p.m., India Standard Time, on the date that is two Business Days preceding the Reset Date (if such rate is not available the Calculation Agent will ask each of the Reference Banks to provide a quotation of such rate);

“LIBOR” means USD-LIBOR-BBA for a period of the Designated Maturity commencing on the Reset Date;

“N1” means the number of days in the Calculation Period divided by 360; and

“N2” means 365 divided by the number of days in the Calculation Period.

(iv) “INR-MIOIS” means that the rate for a Reset Date will be the Mumbai Inter-Bank Overnight Indexed Mid-market Rate for a period of the Designated Maturity which appears under the heading “MID” on the Reuters Screen IRS08= Page as of 3:45 p.m., India Standard Time, on the day that is one Business Day preceding the Reset Date. If such rate does not appear on the Reuters Screen IRS08= Page as of 4:45 p.m., India Standard Time, on the day that is one Business Day preceding the Reset Date, then the rate will be the rate for a period of the Designated Maturity as published on the day that is one Business Day preceding the Reset Date on FIMMDA’s Website under the “Benchmark” menu under the caption “MIOIS Rate” and “Mid Rate” or on such other part of FIMMDA’s Website as may be reorganised from time to time. If such rate does not appear on FIMMDA’s Website as of 4:45 p.m., India Standard Time, on the day that is one Business Day preceding the Reset Date, the rate for the Reset Date will be determined as if the parties had specified “INR-Reference Banks” as the applicable Floating Rate Option.

(v) “INR-BMK” means that the rate for a Reset Date will be the Indian government securities benchmark rate for a period of the Designated Maturity which is the higher of the two rates appearing under the heading “Yield” on the Reuters Screen 0#INBMK= Page as of 12:30 p.m., India Standard Time, on the day that is one Business Day preceding the Reset Date. If such rate does not appear on the Reuters Screen 0#INBMK= Page as of 1:30 p.m., India Standard Time, on the day that is one Business Day preceding the Reset Date, the rate for the Reset Date will be determined as if the parties had specified “INR-Reference Banks” as the applicable Floating Rate Option.

(vi) “INR-INBMK-REUTERS” means that the rate for a Reset Date will be extrapolated or interpolated (as the case may be) in the manner described below by reference to the Indian government securities benchmark rate for a period of the Designated Maturity, which is the higher of the two rates appearing under the heading “Yield” on the Reuters Screen 0#INBMK= Page as of 12:30 p.m., India Standard Time, on the day that is one Business Day preceding the Reset Date.

If such rate does not appear on the Reuters Screen 0#INBMK= Page as of 1:30 p.m., India Standard Time, on the day that is one Business Day preceding the Reset Date, the rate for the Reset Date will be determined as if the parties had specified “INR-Reference Banks” as the applicable Floating Rate Option.

The rate for a Reset Date will be calculated as follows:

(A) if the Designated Maturity is one year, and:

(1) if the number of days from the Reset Date to the maturity of the 1-year benchmark security is greater than 365 days, then the rate for a Reset Date shall be determined through the use of straight-line extrapolation by reference to the benchmark rates of the 1-year and 2-year benchmark securities; or

(2) if the number of days from the Reset Date to the maturity of the 1-year benchmark security is less than 365 days, then the rate for a Reset Date shall be determined through the use of straight-line interpolation by reference to the benchmark rates of the 1-year and 2-year benchmark securities; or

(B) if the Designated Maturity is greater than one year, then the rate for a Reset Date shall be determined through the use of straight-line interpolation by reference to two relevant benchmark securities, one of which shall be the benchmark security where the number of days from Reset Date to maturity of that benchmark security is next shorter than the Designated Maturity, and the other shall be a benchmark security where the number of days from Reset Date to maturity of that benchmark security is next longer than the Designated Maturity.

(vii) “INR-CMT” means that the rate for a Reset Date will be the Indian Constant Maturity Treasury rate for a period of the Designated Maturity which appears under the heading “Value” on the Reuters Screen 0#INCMT= Page as of 4:40 p.m., India Standard Time, on the day that is one Business Day preceding the Reset Date. If such rate does not appear on the Reuters Screen 0#INCMT= Page as of 5:40 p.m., India Standard Time, on the day that is one Business Day preceding the Reset Date, the rate for the Reset Date will be determined as if the parties had specified “INR-Reference Banks” as the applicable Floating Rate Option.

(viii) “INR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of quotations of the relevant rate (or the components used to determine the rate as described in the relevant Floating Rate Option) on the date and at approximately the time at which the rate should have appeared on the relevant Reuters Screen page or website page, for a period of the Designated Maturity commencing on the Reset Date and in a Representative Amount. The Calculation Agent will request the Mumbai office of each of the Reference Banks to provide a quotation of its rate (or component thereof). If at least two such quotations are provided, the rate for the Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for the Reset Date will be determined by the Calculation Agent.

**(j) *Indonesian Rupiah.***

(i) “IDR-IDRFIX” means the rate for a Reset Date will be the synthetic rate for borrowing in Indonesian Rupiah derived from the rate of borrowing in U.S. Dollars and the U.S. Dollar/Indonesian Rupiah swap offer rate for a period of the Designated Maturity which appears on the Reuters Screen IDRFIX Page as of 11:00 a.m., Jakarta time, on the day that is two Jakarta Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen IDRFIX Page, the rate for the Reset Date will be determined as if the parties had specified “IDR-SOR-Reference Banks” as the applicable Floating Rate Option.

(ii) “IDR-IDMA-Bloomberg” means the rate for a Reset Date will be the bid price (expressed as a percentage of par) of the Reference Bond as quoted on the Bloomberg Screen



IDMA Page as of 4:11 p.m., Jakarta time, on the day that is two Jakarta Business Days preceding that Reset Date. If such rate does not appear on the Bloomberg Screen IDMA Page, the rate for the Reset Date will be determined as if the parties had specified “IDR-SOR-Reference Banks” as the applicable Floating Rate Option.

(iii) “IDR-SBI-Reuters” means the rate for a Reset Date will be the rate published by Bank Indonesia for a period of the Designated Maturity as displayed on the Reuters Screen BISBI Page as of 4:00 p.m., Jakarta time, on the day that is two Jakarta Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen BISBI Page, the rate for the Reset Date will be determined as if the parties had specified “IDR-SOR-Reference Banks” as the applicable Floating Rate Option.

(iv) “IDR-SOR-Reuters” means that the rate for a Reset Date will be the synthetic rate for deposits in Indonesian Rupiah for a period of the Designated Maturity which appears on the Reuters Screen ABSIRFIX01 Page as of 11:00 a.m., Singapore time, on the day that is two Singapore Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ABSIRFIX01 Page, the rate for a Reset Date will be determined as if the parties had specified “IDR-SOR-Reference Banks” as the applicable Floating Rate Option.

(v) “IDR-SOR-Reference Banks” means that the rate for a Reset Date will be determined by the Calculation Agent in accordance with the following formula:

$$\left\{ \left[ \left( \frac{\text{Spot Rate} + \text{Forward Points}}{\text{Spot Rate}} \right) \times \left( 1 + \frac{\text{USD Rate} \times \# \text{ days}}{360} \right) \right] - 1 \right\} \times \frac{360}{\# \text{ days}} \times 100$$

where:

“Spot Rate” means the average of the bid and offered exchange rates for the sale of Indonesian Rupiah against U.S. Dollars for settlement on a spot basis obtained by the Calculation Agent from Reference Banks, as of 11:00 a.m., Singapore time, on the day that is two Singapore Banking Days preceding the relevant Reset Date or as close to such time as is reasonably practicable. If at least three quotations are provided, the Spot Rate for that Reset Date will be the arithmetic mean of the quotations, without regard to the quotations with the highest and lowest values. For this purpose, if more than one quotation has the same highest or lowest value, then one such quotation shall be disregarded. If exactly two quotations are provided, the Spot Rate for that Reset Date will be the arithmetic mean of the quotations;

“Forward Points” means the offered side of the FX forward points for the forward sale of Indonesian Rupiah against U.S. Dollars for settlement on the last day of a period equivalent to the Designated Maturity and commencing on the relevant Reset Date as determined by the Calculation Agent on the basis of the offered side of indicative quotations obtained by the Calculation Agent from the Reference Banks, as of 11:00 a.m., Singapore time, on the day that is two Singapore Banking Days preceding the relevant Reset Date or as close to such time as is reasonably practicable. If at least three quotations are provided, the Forward Points for that Reset Date will be the arithmetic mean of the quotations, without regard to the quotations with the highest and lowest values. For this purpose, if more than one quotation has the same highest or lowest

value, then one such quotation shall be disregarded. If exactly two quotations are provided, the Forward Points for that Reset Date will be the arithmetic mean of the quotations;

“# days” means the number of calendar days in the Calculation Period in respect of which the calculation is being made; and

“USD Rate” means the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen SIBOR Page as of 11:00 a.m., Singapore time, on the day that is two Singapore Banking Days preceding the relevant Reset Date. If such rate does not appear on the Reuters Screen SIBOR Page, the USD Rate for that Reset Date will be determined as if the parties had specified “USD-SIBOR-Reference Banks” (but omitting the final sentence of that Floating Rate Option) as the USD Rate.

**(k) *Israeli Shekel.***

(i) “ILS-TELBOR01-Reuters” means that the rate for a Reset Date will be the rate for deposits in Israeli Shekel for a period of the Designated Maturity which appears on the Reuters Screen TELBOR01 Page across from the caption “TELBOR TODAY” as of (A) in case of a Monday, Tuesday, Wednesday or Thursday, 1:00p.m, Tel Aviv time, (B) in case of a Friday, 12:00 noon, Tel Aviv time, in each case on the day that is two Tel Aviv Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen TELBOR01 Page, the Reset Date will be determined as if the parties had specified “ILS-TELBOR-Reference Banks” as the applicable Floating Rate Option.

(ii) “ILS-TELBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Israeli Shekel are offered by the Reference Banks at (A) in case of a Monday, Tuesday, Wednesday or Thursday, approximately 1:00 p.m., Tel Aviv time, (B) in the case of a Friday, approximately 12:00 noon, Tel Aviv time, on the day that is two Tel Aviv Banking Days preceding that Reset Date to prime banks in the Tel Aviv interbank market for a period of the Designated Maturity commencing on the Reset Date and in a Representative Amount. The Calculation Agent will request the principal Tel Aviv office of each of the Reference Banks to provide a quotation of its rate. If at least 5 quotations are provided, the rate for the Reset Date will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the case of equality, one of the lowest). If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations (rounded if necessary, in accordance with the method set forth in Section 8.1(a), but to the nearest one thousandth of a percentage point (0.001%)). If fewer than two quotations are provided, the rate for that Reset Date will be determined by the Calculation Agent, using a representative rate.

**(l) *Japanese Yen.***

(i) “JPY-BBSF-Bloomberg-10:00” means that the rate for a Reset Date will be the swap rate for Yen swap transactions with a maturity of the Designated Maturity which appears on the Bloomberg Screen BBSF1 Page under the heading “LAST” as of 10:00 a.m., Tokyo time, on the day that is two Tokyo Banking Days preceding that Reset Date. If such rate does not appear on the Bloomberg Screen BBSF1 Page, the rate for that Reset Date will be determined as if the parties had specified “JPY-TSR-Reference Banks” as the applicable Floating Rate Option.

(ii) “JPY-BBSF-Bloomberg-15:00” means that the rate for a Reset Date will be the swap rate for Yen swap transactions with a maturity of the Designated Maturity which appears on the Bloomberg Screen BBSF1 Page under the heading “LAST” as of 3:00 p.m., Tokyo time, on the day that is two Tokyo Banking Days preceding that Reset Date. If such rate does not appear on the Bloomberg Screen BBSF1 Page, the rate for that Reset Date will be determined as if the parties had specified “JPY-TSR-Reference Banks” as the applicable Floating Rate Option.

(iii) “JPY-LIBOR-FRASETT” means that the rate for a Reset Date will be the rate for deposits in Yen for a period of the Designated Maturity which appears on the Reuters Screen FRASETT Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen FRASETT Page, the rate for that Reset Date will be determined as if the parties had specified “JPY-LIBOR-Reference Banks” as the applicable Floating Rate Option.

(iv) “JPY-LIBOR-BBA” means that the rate for a Reset Date will be the rate for deposits in Yen for a period of the Designated Maturity which appears on the Reuters Screen 3750 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen 3750 Page, the rate for that Reset Date will be determined as if the parties had specified “JPY-LIBOR-Reference Banks” as the applicable Floating Rate Option.

(v) “JPY-LIBOR-BBA-Bloomberg” means that the rate for a Reset Date will be the rate for deposits in Yen for a period of the Designated Maturity which appears on the Bloomberg Screen BTMM JN Page under the heading “LIBOR FIX” as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Bloomberg Screen BTMM JN Page, the rate for that Reset Date will be determined as if the parties had specified “JPY-LIBOR-Reference Banks” as the applicable Floating Rate Option.

(vi) “JPY-LIBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Yen are offered by the Reference Banks at approximately 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date to prime banks in the London interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Tokyo, selected by the Calculation Agent, at approximately 11:00 a.m., Tokyo time, on that Reset Date for loans in Yen to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(vii) “JPY-MUTANCALL-TONAR” means that the rate for any day will be the rate for the trade weighted average of the overnight unsecured call loan rate (rounded upward, if necessary, to the nearest 1/100th of 1%) which appears on the Reuters Screen TONAR Page under the heading “Tokyo Overnight Average Rates” on such day.

(viii) “JPY-TIBOR-TIBM (10 Banks)” means that the rate for a Reset Date will be the rate for deposits in Yen for a period of the Designated Maturity which appears on the Reuters Screen TIBM Page under the caption “Average of 10 Banks” as of 11:00 a.m., Tokyo time, on the day that is two Tokyo Banking Days preceding that Reset Date. If such rate does not appear on

the Reuters Screen TIBM Page, the rate for that Reset Date will be determined as if the parties had specified “JPY-TIBOR-TIBM-Reference Banks” as the applicable Floating Rate Option.

(ix) “JPY-TIBOR-TIBM (5 Banks)” means that the rate for a Reset Date will be the rate for deposits in Yen for a period of the Designated Maturity which appears on the Reuters Screen TIBM Page under the caption “Average of 5 Banks” as of 11:00 a.m., Tokyo time, on the day that is two Tokyo Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen TIBM Page, the rate for that Reset Date will be determined as if the parties had specified “JPY-TIBOR-TIBM-Reference Banks” as the applicable Floating Rate Option.

(x) “JPY-TIBOR-TIBM (All Banks)” means that the rate for a Reset Date will be the rate for deposits in Yen for a period of the Designated Maturity which appears on the Reuters Screen TIBM Page under the caption “Average of All Banks” as of 11:00 a.m., Tokyo time, on the day that is two Tokyo Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen TIBM Page, the rate for that Reset Date will be determined as if the parties had specified “JPY-TIBOR-TIBM-Reference Banks” as the applicable Floating Rate Option.

(xi) “JPY-TIBOR-TIBM (All Banks)-Bloomberg” means that the rate for a Reset Date will be the rate for deposits in Yen for a period of the Designated Maturity which appears on the Bloomberg Screen BTMM JN Page under the heading “TIBOR FIX” as of 11:00 a.m., Tokyo time, on the day that is two Tokyo Banking Days preceding that Reset Date. If such rate does not appear on the Bloomberg Screen BTMM JN Page, the rate for that Reset Date will be determined as if the parties had specified “JPY-TIBOR-TIBM-Reference Banks” as the applicable Floating Rate Option.

(xii) “JPY-TIBOR-ZTIBOR” means that the rate for a Reset Date will be the rate for deposits in Yen for a period of the Designated Maturity which appears on the Reuters Screen ZTIBOR Page as of 11:00 a.m., Tokyo time, on the day that is two Tokyo Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ZTIBOR Page, the rate for that Reset Date will be determined as if the parties had specified “JPY-TIBOR-TIBM-Reference Banks” as the applicable Floating Rate Option.

(xiii) “JPY-TIBOR-TIBM-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Yen are offered by the Reference Banks at approximately 11:00 a.m., Tokyo time, on the day that is two Tokyo Banking Days preceding that Reset Date to prime banks in the Tokyo interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Tokyo office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Tokyo, selected by the Calculation Agent, at approximately 11:00 a.m., Tokyo time, on that Reset Date for loans in Yen to leading Japanese banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(xiv) “JPY-TSR-Reuters-10:00” means that the rate for a Reset Date will be the swap rate for Yen swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen 17143 Page as of 10:00 a.m., Tokyo time, on the day that is two Tokyo Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen 17143 Page, the rate for that Reset Date will be determined as if the parties had specified “JPY-TSR-Reference Banks” as the applicable Floating Rate Option.

(xv) “JPY-ISDA-Swap Rate-10:00” means that the rate for a Reset Date will be the swap rate for Yen swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen ISDAFIX1 Page as of 10:00 a.m., Tokyo time, on the day that is two Tokyo Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDAFIX1 Page, the rate for that Reset Date will be determined as if the parties had specified “JPY-TSR-Reference Banks” as the applicable Floating Rate Option.

(xvi) “JPY-TSR-Reuters-15:00” means that the rate for a Reset Date will be the swap rate for Yen swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen 17143 Page as of 3:00 p.m., Tokyo time, on the day that is two Tokyo Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen 17143 Page, the rate for that Reset Date will be determined as if the parties had specified “JPY-TSR-Reference Banks” as the applicable Floating Rate Option.

(xvii) “JPY-ISDA-Swap Rate-15:00” means that the rate for a Reset Date will be the swap rate for Yen swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen ISDAFIX1 Page as of 3:00 p.m., Tokyo time, on the day that is two Tokyo Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDAFIX1 Page, the rate for that Reset Date will be determined as if the parties had specified “JPY-TSR-Reference Banks” as the applicable Floating Rate Option.

(xviii) “JPY-TSR-Reference Banks” means that the rate for a Reset Date will be a percentage determined on the basis of the mid-market semi-annual swap rate quotations provided by the Reference Banks (A) in the case of “JPY-BBSF-Bloomberg-10:00”, “JPY-TSR-Reuters-10:00” or “JPY-ISDA-Swap Rate-10:00”, at approximately 10:00 a.m., Tokyo time, or (B) in the case of “JPY-BBSF-Bloomberg-15:00”, “JPY-TSR-Reuters-15:00” or “JPY-ISDA-Swap Rate-15:00”, at approximately 3:00 p.m., Tokyo time, on the day that is two Tokyo Banking Days preceding that Reset Date. For this purpose, the mid-market semi-annual swap rate means the arithmetic mean of the bid and offered rates for the semi-annual fixed leg, calculated on an Actual/Actual day count basis, of a fixed-for-floating Yen interest rate swap transaction with a term equal to the Designated Maturity commencing on that Reset Date and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, calculated on an Actual/360 day count basis, is equivalent to JPY-LIBOR-BBA with a Designated Maturity of six months. The Calculation Agent will request the principal office of each of the Reference Banks to provide a quotation of its rate. If at least three quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest).

(xix) “JPY-TONA-OIS-COMPOUND” means that the rate for a Reset Date, calculated in accordance with the formula set forth below, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the arithmetic mean of the daily rates of the day-to-day interbank JPY market in Tokyo).

“JPY-TONA-OIS-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a):



$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{TONAi \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“ $d_0$ ” for any calculation period is the number of Tokyo Banking Days in the relevant Calculation Period;

“ $i$ ” is a series of whole numbers from one to  $d_0$ , each representing the relevant Tokyo Banking Day in chronological order from, and including, the first Tokyo Banking Day in the relevant Calculation Period;

“ $TONAi$ ”, for any day “ $i$ ” in the relevant Calculation Period, is a reference rate equal to the Tokyo OverNight Average rate (TONA) as published by the Bank of Japan on the Reuters Screen TONAT Page as of approximately 10:00 a.m., Tokyo time, on the Tokyo Banking Day next following that day “ $i$ ”. If such rate does not appear on the Reuters Screen TONAT Page in respect of any day “ $i$ ”, the rate for that day will be as agreed between the parties, acting in good faith and in a commercially reasonable manner. If the parties cannot agree, the rate for that day will be the rate displayed on the Reuters Screen TONAT Page in respect of the first preceding Tokyo Banking Day;

“ $n_i$ ” is the number of calendar days in the relevant Calculation Period on which the rate is  $TONAi$ ; and

“ $d$ ” is the number of calendar days in the relevant Calculation Period.

(xx) “JPY-TIBOR-17096” means that the rate for a Reset Date will be the rate for deposits in Yen for a period of the Designated Maturity which appears on the Reuters Screen 17096 Page as of 11:00 a.m., Tokyo time, on the day that is two Tokyo Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen 17096 Page, the rate for that Reset Date will be determined as if the parties had specified “JPY-TIBOR-TIBM-Reference Banks” as the applicable Floating Rate Option.

(xxi) “JPY-TIBOR-17097” means that the rate for a Reset Date will be the rate published by the Japanese Bankers Association (Zenginkyo) for domestic deposits in Japanese Yen for a period of the Designated Maturity which appears on the Reuters Screen 17097 Page as of 11:00 a.m., Tokyo time, on the day that is two Tokyo Banking Days preceding the Reset Date. If such rate does not appear on the Reuters Screen 17097 Page, the rate for that Reset Date will be determined as if the parties had specified “JPY-TIBOR-ZTIBOR” as the applicable Floating Rate Option and had specified that the rate determined pursuant to such Floating Rate Option would be multiplied by 365/360.

**(m) Korean Won**

(i) “KRW-CD-KSDA-Bloomberg” means that the rate for a Reset Date will be the Korean bond rate for 91 day certificates of deposit published by the Korean Securities Dealers Association which appears on the Bloomberg Screen KSDA4 Page under the heading “15:30 Value” as of 3:30 p.m., Seoul time, on the day that is one Seoul Banking Day preceding that Reset Date. If such rate does not appear on the Bloomberg Screen KSDA4 Page by 4:30 p.m., Seoul time, on that day, the rate for that Reset Date will be the Korean bond rate for 91 day

certificates of deposit published by the Korean Securities Dealers Association which appears on the Check Screen Page 3220 under the caption “TODAY 15:30” as of 4:30 p.m., Seoul time, on the day. If such rate does not appear on the Check Screen Page 3220 by 4:30 p.m., Seoul time, on that day, the rate for that Reset Date will be the arithmetic mean of the secondary market final closing rates for 91 day CDs quoted by the Reference Dealers as of 4:30 p.m., Seoul time, on the day that is one Seoul Banking Day preceding that Reset Date, as set out below.

The Calculation Agent will request the Seoul office of each of the Reference Dealers to provide a quotation of its rate. If at least four quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than four quotations are provided as requested, the rate for that Reset Date will be determined by the Calculation Agent.

(ii) “KRW-CD-3220” means that the rate for a Reset Date will be the Korean bond rate for 91 day certificates of deposit published by the Korean Securities Dealers Association which appears on the Check Screen Page 3220 under the caption “TODAY 15:30” as of 3:30 p.m., Seoul time, on the day that is one Seoul Banking Day preceding that Reset Date. If such rate does not appear on the Check Screen Page 3220 by 4:30 p.m., Seoul time, on that day, the rate for that Reset Date will be determined on the basis of the secondary market final closing rates for 91 day CDs quoted by the Reference Dealers as of 4:30 p.m., Seoul time, on the day that is one Seoul Banking Day preceding that Reset Date, as set out below.

The Calculation Agent will request the Seoul office of each of the Reference Dealers to provide a quotation of its rate. If at least four quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than four quotations are provided as requested the rate for that Reset Date will be determined by the Calculation Agent.

**(n) *Malaysian Ringgit.***

(i) “MYR-KLIBOR-BNM” means that the rate for a Reset Date will be the rate for deposits in Malaysian Ringgits for a period of the Designated Maturity which appears on the Reuters Screen KLIBOR Page as of 11:00 a.m., Kuala Lumpur time, on that Reset Date. If such rate does not appear on the Reuters Screen KLIBOR Page, the rate for that Reset Date will be determined as if the parties had specified “MYR-KLIBOR-Reference Banks” as the applicable Floating Rate Option.

(ii) “MYR-KLIBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Malaysian Ringgits are offered by the Reference Banks at approximately 11:00 a.m., Kuala Lumpur time, on that Reset Date to prime banks in the Kuala Lumpur interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Kuala Lumpur office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Kuala Lumpur, selected by the Calculation Agent, at approximately 11:00 a.m., Kuala Lumpur time, on that Reset Date for loans in Malaysian Ringgit to leading banks in Kuala Lumpur for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

**(o) Mexican Peso.**

(i) “MXN-TIIE-Banxico” means that the rate for a Reset Date will be the Tasa de Interés Interbancaria de Equilibrio (Interbank Equilibrium Interest Rate) (“TIIE”) for Mexican Pesos for a period of the Designated Maturity which is published in the “Diario Oficial de la Federación” (Official Gazette of the Federation) on the Reset Date. The rate may be replicated as set forth under the heading “TIIE” for the Designated Maturity or its equivalent as published on the Banco de México’s Website, or on the Reuters Screen MEX06 Page across from the caption “TIIE” for the Designated Maturity or its equivalent, in either case as of 2:00 p.m., Mexico City time, on the day that is one Mexico City Banking Day preceding that Reset Date. In the event of any discrepancy between the rate published in the Diario Oficial de la Federación and the rate published on the Banco de México’s Website page or on the Reuters Screen MEX06 Page on the day that is one Mexico City Banking Day preceding the Reset Date, the rate published in the Diario Oficial de la Federación will govern. If the rate is not published in the Diario Oficial de la Federación by 11:00 a.m., Mexico City time, on the Reset Date, then the rate for that Reset Date will be determined as if the parties had specified “MXN-TIIE-Reference Banks” as the applicable Floating Rate Option. For the avoidance of doubt, if the rate is not published in the Diario Oficial de la Federación, rates replicated on the Banco de México’s Website page or on the Reuters Screen MEX06 Page are not valid.

(ii) “MXN-TIIE-Banxico-Bloomberg” means that the rate for a Reset Date will be the Tasa de Interés Interbancaria de Equilibrio (Interbank Equilibrium Interest Rate) (“TIIE”) for Mexican Pesos for a period of the Designated Maturity which appears on the Bloomberg Screen BTMM MX Page under the heading “TIIE” as of 2:00 p.m., Mexico City time, on the day that is one Mexico City Banking Day preceding that Reset Date. If such rate does not appear on the Bloomberg Screen BTMM MX Page, the rate for that Reset Date will be determined as if the parties had specified “MXN-TIIE-Reference Banks” as the applicable Floating Rate Option.

(iii) “MXN-TIIE-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the mid-market cost of funds of the Reference Banks for Mexican Pesos for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount at approximately 11:00 a.m., Mexico City time. The Calculation Agent will request the principal Mexico City office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided, the rate for that Reset Date will be determined by the Calculation Agent, using a representative rate.

**(p) New Zealand Dollar.**

(i) “NZD-BBR-BID” means that the rate for a Reset Date will be the rate for New Zealand Dollar bills of exchange for a period of the Designated Maturity which appears on the Reuters Screen BKBM Page opposite the caption “BID”, as of 11:00 a.m., Wellington time, on that Reset Date. If such rate does not appear on the Reuters Screen BKBM Page, the rate for that Reset Date will be determined as if the parties had specified “NZD-BBR-Reference Banks” as the applicable Floating Rate Option.

(ii) “NZD-BBR-ISDC” means that the rate for a Reset Date will be the rate for New Zealand Dollar bills of exchange for a period of the Designated Maturity which appears on the Reuters Screen 0#NZBBFIX= Page as of 11:00 a.m., Wellington time, on that Reset Date. If such rate does not appear on the Reuters Screen 0#NZBBFIX= Page, the rate for that Reset Date



will be determined as if the parties had specified “NZD-BBR-Reference Banks” as the applicable Floating Rate Option.

(iii) “NZD-BBR-FRA” means that the rate for a Reset Date will be the rate for New Zealand Dollar bills of exchange for a period of the Designated Maturity which appears on the Reuters Screen BKBK Page opposite the caption “FRA” as of 11:00 a.m., Wellington time, on that Reset Date. If such rate does not appear on the Reuters Screen BKBK Page, the rate for that Reset Date will be determined as if the parties had specified “NZD-BBR-Reference Banks” as the applicable Floating Rate Option.

(iv) “NZD-BBR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the bid and offered rates of each of the Reference Banks for New Zealand Dollar bills of exchange for a period of the Designated Maturity for settlement on that Reset Date and in a Representative Amount at approximately 11:00 a.m., Wellington time, on the Reset Date. The Calculation Agent will request the principal New Zealand office of each of the Reference Banks to provide a quotation of its rates. If at least two sets of bid and offered rate quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two sets of bid and offered rate quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the bid and offered rates quoted by major banks in New Zealand, selected by the Calculation Agent, for New Zealand Dollar bills of exchange for a period of the Designated Maturity for settlement on that Reset Date and in a Representative Amount at approximately 11:00 a.m., Wellington time, on that Reset Date.

(v) “NZD-NZIONA-OIS-COMPOUND” means that the rate for a Reset Date, calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the New Zealand Dollar official cash rate as determined below).

“NZD-NZIONA-OIS-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a), but to the nearest one ten-thousandth of a percentage point (0.0001%):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{NZIONA_i \times n_i}{365} \right) - 1 \right] \frac{365}{d}$$

where:

“ $d_o$ ”, for any Calculation Period, is the number of ESAS Settlement Days in the relevant Calculation Period;

“ $i$ ” is a series of whole numbers from one to  $d_o$ , each representing the relevant ESAS Settlement Days in chronological order from, and including, the first ESAS Settlement Day in the relevant Calculation Period;

“ $NZIONA_i$ ”, for any day “ $i$ ” in the relevant Calculation Period, is a reference rate equal to the official cash rate in respect of that day set by the Reserve Bank of New Zealand, as such rate is displayed on the Reuters Screen RBNZ02 Page as of 10:00 a.m., Wellington time, on day “ $i$ ”. If such rate does not appear on the Reuters Screen RBNZ02 Page in respect of any day “ $i$ ”, the rate for that day will be as agreed between the parties,

acting in good faith and in a commercially reasonable manner. If the parties cannot agree, the rate for that day will be the rate displayed on the Reuters Screen RBNZ02 Page in respect of the first preceding ESAS Settlement Day;

“ $n_i$ ” is one, except where the ESAS Settlement Day is the day immediately preceding a day which is not an ESAS Settlement Day, in which case it is the number of calendar days from, and including, that ESAS Settlement Day to, but excluding, the next ESAS Settlement Day;

“ESAS Settlement Day” is a day on which the Reserve Bank of New Zealand’s Exchange Settlement Account System is open; and

“d” is the number of calendar days in the Calculation Period.

**(g) Norwegian Krone.**

(i) “NOK-NIBOR-NIBR” means that the rate for a Reset Date will be the rate for deposits in Norwegian Kroner for a period of the Designated Maturity which appears on the Reuters Screen NIBR Page as of 12:00 noon, Oslo time, on the day that is two Oslo Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen NIBR Page, the rate for that Reset Date will be determined as if the parties had specified “NOK-NIBOR-Reference Banks” as the applicable Floating Rate Option.

(ii) “NOK-NIBOR-NIBR-Bloomberg” means that the rate for a Reset Date will be the rate for deposits in Norwegian Kroner for a period of the Designated Maturity which appears on the Bloomberg Screen BTMM NO Page under the heading “NIBOR FIX” as of 12:00 noon, Oslo time, on the day that is two Oslo Banking Days preceding that Reset Date. If such rate does not appear on the Bloomberg Screen BTMM NO Page, the rate for that Reset Date will be determined as if the parties had specified “NOK-NIBOR-Reference Banks” as the applicable Floating Rate Option.

(iii) “NOK-NIBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Norwegian Kroner are offered by the Reference Banks at approximately 12:00 noon, Oslo time, on the day that is two Oslo Banking Days preceding that Reset Date to prime banks in the Oslo interbank market for a period for the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Oslo office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Oslo, selected by the Calculation Agent, at approximately 12:00 noon, Oslo time, on that Reset Date for loans in Norwegian Kroner to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

**(r) Polish Zloty.**

(i) “PLN-WIBOR-WIBO” means that the rate for a Reset Date will be the offered rate for deposits in Polish Zloty for a period of the Designated Maturity which appears on the Reuters Screen WIBO Page as of 11:00 a.m., Warsaw time, on the day that is two Warsaw Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen

WIBO Page, the rate for that Reset Date will be determined as if the parties had specified “PLN-WIBOR-Reference Banks” as the applicable Floating Rate Option.

(ii) “PLN-WIBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Polish Zloty are offered by the Reference Banks at approximately 11:00 a.m., Warsaw time, on the day that is two Warsaw Banking Days preceding that Reset Date to prime banks in the Warsaw interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Warsaw office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Warsaw, selected by the Calculation Agent, at approximately 11:00 a.m., Warsaw time, on that Reset Date for loans in Polish Zloty to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

**(s) *Saudi Arabian Riyal.***

(i) “SAR-SRIOR-SUAA” means that the rate for a Reset Date will be the offered rate for deposits in Saudi Arabian Riyal for a period of the Designated Maturity which appears on the Reuters Screen SUAA Page across from the caption “AVG.” as of 11:00 a.m., Riyadh time, on the day that is two Riyadh Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen SUAA Page, the rate for that Reset Date will be determined as if the parties had specified “SAR-SRIOR-Reference Banks” as the applicable Floating Rate Option.

(ii) “SAR-SRIOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Saudi Arabian Riyal are offered by the Reference Banks at approximately 11:00 a.m., Riyadh time, on the day that is two Riyadh Banking Days preceding that Reset Date to prime banks in the Riyadh interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Riyadh office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Riyadh, selected by the Calculation Agent, at approximately 11:00 a.m., Riyadh time, on the day that is two Riyadh Banking Days preceding that Reset Date for loans in Saudi Arabian Riyal to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

**(t) *Singapore Dollar.***

(i) “SGD-SIBOR-Reuters” means that the rate for a Reset Date will be the rate for deposits in Singapore Dollars for a period of the Designated Maturity which appears on the Reuters Screen ABSIRFIX01 Page under the heading “SGD SIBOR” as of 11:00 a.m., Singapore time, on the day that is two Singapore Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ABSIRFIX01 Page, the rate for that Reset Date will be determined as if the parties had specified “SGD-SIBOR-Reference Banks” as the applicable Floating Rate Option.

(ii) “SGD-SIBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Singapore Dollars are offered by the

Reference Banks at approximately 11:00 a.m., Singapore time, on the day that is two Singapore Banking Days preceding that Reset Date to prime banks in the Singapore interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Singapore office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Singapore, selected by the Calculation Agent, at approximately 11:00 a.m., Singapore time, on that Reset Date for loans in Singapore Dollars to leading banks in Singapore for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(iii) “SGD-SOR-Reuters” means that the rate for a Reset Date will be the synthetic rate for deposits in Singapore Dollars for a period of the Designated Maturity which appears on the Reuters Screen ABSIRFIX01 Page under the heading “SGD SWAP OFFER” as of 11:00 a.m., Singapore time, on the day that is two Singapore Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ABSIRFIX01 Page, the rate for that Reset Date will be any substitute rate announced by the Association of Banks in Singapore (“ABS”). If ABS does not announce such rate by 4:00 p.m., Singapore time, on the day that is two Singapore Banking Days preceding the relevant Reset Date, the rate for that Reset Date will be determined as if the parties had specified “SGD-SOR-Reference Banks” as the applicable Floating Rate Option.

(iv) “SGD-SOR-Reference Banks” means that the rate for a Reset Date will be determined by the Calculation Agent in accordance with the following formula:

$$\left\{ \left[ \left( \frac{\text{Spot Rate} + \text{Forward Points}}{\text{Spot Rate}} \right) \times \left( 1 + \frac{\text{USD Rate} \times \# \text{ days}}{360} \right) \right] - 1 \right\} \times \frac{365}{\# \text{ days}} \times 100$$

where:

“Spot Rate” means the average of the bid and offered exchange rates for the sale of Singapore Dollars against U.S. Dollars for settlement on a spot basis obtained by the Calculation Agent from Reference Banks, as of 11:00 a.m., Singapore time, on the day that is two Singapore Banking Days preceding the relevant Reset Date or as close to such time as is reasonably practicable. If at least three quotations are provided, the Spot Rate for that Reset Date will be the arithmetic mean of the quotations, without regard to the quotations with the highest and lowest values. For this purpose, if more than one quotation has the same highest or lowest value, then one such quotation shall be disregarded. If exactly two quotations are provided, the Spot Rate for that Reset Date will be the arithmetic mean of the quotations;

“Forward Points” means the offered side of the FX forward points for the forward sale of Singapore Dollars against U.S. Dollars for settlement on the last day of a period equivalent to the Designated Maturity and commencing on the relevant Reset Date as determined by the Calculation Agent on the basis of the offered side of indicative quotations obtained by the Calculation Agent from the Reference Banks, as of 11:00 a.m., Singapore time, on the day that is two Singapore Banking Days preceding the relevant Reset Date or as close to such time as is reasonably practicable. If at least three

quotations are provided, the Forward Points for that Reset Date will be the arithmetic mean of the quotations, without regard to the quotations with the highest and lowest values. For this purpose, if more than one quotation has the same highest or lowest value, then one such quotation shall be disregarded. If exactly two quotations are provided, the Forward Points for that Reset Date will be the arithmetic mean of the quotations;

“# days” means the number of calendar days in the Calculation Period in respect of which the calculation is being made; and

“USD Rate” means the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen ABSIRFIX05 Page under the heading “USD SIBOR” as of 11:00 a.m., Singapore time, on the day that is two Singapore Banking Days preceding the relevant Reset Date. If such rate does not appear on the Reuters Screen ABSIRFIX05 Page, the USD Rate for that Reset Date will be determined as if the parties had specified “USD-SIBOR-Reference Banks” (but omitting the final sentence of that Floating Rate Option) as the USD Rate.

(v) “SGD-SONAR-OIS-COMPOUND” means that the rate for a Reset Date, calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the Singapore Dollar daily overnight swap offer reference rate as determined below).

“SGD-SONAR-OIS-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{SONAR_i \times n_i}{365} \right) - 1 \right] \frac{365}{d}$$

where:

“ $d_o$ ”, for any Calculation Period, is the number of Singapore Banking Days in the relevant Calculation Period;

“ $i$ ” is a series of whole numbers from one to  $d_o$ , each representing the relevant Singapore Banking Days in chronological order from, and including, the first Singapore Banking Day in the relevant Calculation Period;

“SONAR”, for any day “ $i$ ” in the relevant Calculation Period, is a reference rate equal to the overnight rate as calculated by the Association of Banks in Singapore and appearing on the Reuters Screen ABSIRFIX01 Page under the heading “SGD SWAP OFFER” as of 11:00 a.m., Singapore time, in respect of that day. If such rate does not appear on the Reuters Screen ABSIRFIX01 Page in respect of any day “ $i$ ”, the rate for that day will be as agreed between the parties, acting in good faith and in a commercially reasonable manner. If the parties cannot agree, the rate for that day will be the rate displayed on the Reuters Screen ABSIRFIX01 Page in respect of the first preceding Singapore Banking Day;



“ $n_i$ ” is one, except where the Singapore Banking Day is the day immediately preceding a day which is not a Singapore Banking Day, in which case it is the number of calendar days from, and including, that Singapore Banking Day to, but excluding, the next Singapore Banking Day; and

“ $d$ ” is the number of calendar days in the relevant Calculation Period.

**(u) *Slovak Koruna.***

(i) “SKK-BRIBOR-NBSK07” means that the rate for a Reset Date will be the offered rate for deposits in Slovak Korunas for a period of the Designated Maturity which appears on the Reuters Screen NBSK07 Page under the heading “Average 11.00”, as of 11:00 a.m., Bratislava time, on the day that is two Bratislava Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen NBSK07 Page, the rate for that Reset Date will be determined as if the parties had specified “SKK-BRIBOR-Reference Banks” as the applicable Floating Rate Option.

(ii) “SKK-BRIBOR-Bloomberg” means that the rate for a Reset Date will be the rate for deposits in Slovak Korunas for a period of the Designated Maturity which appears on the Bloomberg Screen MMR Slovakia Page 2 under the heading “LAST” as of 11:00 a.m., Bratislava time, on the day that is two Bratislava Banking Days preceding that Reset Date. If such rate does not appear on the Bloomberg Screen MMR Slovakia Page 2, the rate for that Reset Date will be determined as if the parties had specified “SKK-BRIBOR-Reference Banks” as the applicable Floating Rate Option.

(iii) “SKK-BRIBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Slovak Korunas are offered by the Reference Banks at approximately 11:00 a.m., Bratislava time, on the day that is two Bratislava Banking Days preceding that Reset Date to prime banks in the Bratislava interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Bratislava office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Bratislava, selected by the Calculation Agent, at approximately 11:00 a.m., Bratislava time, on that Reset Date for loans in Slovak Korunas to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

**(v) *South African Rand.***

(i) “ZAR-JIBAR-SAFEX” means that the rate for a Reset Date will be the mid-market rate for deposits in South African Rand for a period of the Designated Maturity which appears on the Reuters Screen SAFEX Page under the caption “YIELD” as of 11:00 a.m., Johannesburg time, on that Reset Date. If such rate does not appear on the Reuters Screen SAFEX Page, the rate for that Reset Date will be determined as if the parties had specified “ZAR-JIBAR-Reference Banks” as the applicable Floating Rate Option.

(ii) “ZAR-JIBAR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the mid-market deposit rates for South African Rand for a period of



the Designated Maturity quoted by the Reference Banks at approximately 11:00 a.m., Johannesburg time, on that Reset Date. The Calculation Agent will request the principal Johannesburg office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided, the rate for that Reset Date will be determined by the Calculation Agent, using a representative rate.

(iii) “ZAR-PRIME-AVERAGE” means that the rate for a Reset Date will be the South African Average Prime Rate, which appears on the Reuters Screen SAFEX Page under the caption “Average Prime Rate” as of 1:00 p.m., Johannesburg time, on that Reset Date. For each Reset Date that the rate is unavailable, including weekends, the rate obtained on the preceding Reset Date will be deemed to be the Average Prime Rate for that Reset Date. If such rate ceases to be published by SAFEX and the parties cannot agree on a replacement rate, the rate for that Reset Date will be determined as if the parties had specified “ZAR-PRIME-AVERAGE-Reference Banks” as the applicable Floating Rate Option.

(iv) “ZAR-PRIME-AVERAGE-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the South African Prime Rate quoted by the Reference Banks at approximately 1:00 p.m., Johannesburg time, on that Reset Date. The Calculation Agent will request the principal Johannesburg office of each of the Reference Banks to provide a quotation of its Prime Rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations (rounded, if necessary, in accordance with the method set forth in Section 8.1(a), but to the nearest one thousandth of a percentage point (0.001%)). If fewer than two quotations are provided, the rate for that Reset Date will be determined by the Calculation Agent, using a representative rate.

(v) “ZAR-DEPOSIT-SAFEX” means that the rate for a Reset Date will be the South African Overnight Deposit Rate which appears on the Reuters Screen SAFEX Page under the caption “Overnight Dep. Rate” as of 1:00 p.m., Johannesburg time, on that Reset Date. For each Reset Date that the rate is unavailable, including weekends, the rate obtained on the preceding Reset Date will be deemed to be the Overnight Deposit Rate for that Reset Date. If such rate ceases to be published by SAFEX and the parties cannot agree on a replacement rate, the rate for that Reset Date will be determined as if the parties had specified “ZAR-DEPOSIT-Reference Banks” as the applicable Floating Rate Option.

(vi) “ZAR-DEPOSIT-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the South African Overnight Deposit Rate quoted by the Reference Banks at approximately 1:00 p.m., Johannesburg time, on that Reset Date. The Calculation Agent will request the principal Johannesburg office of each of the Reference Banks to provide a quotation of its Overnight Deposit Rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations (rounded, if necessary, in accordance with the method set forth in Section 8.1(a), but to the nearest one thousandth of a percentage point (0.001%)). If fewer than two quotations are provided, the rate for that Reset Date will be determined by the Calculation Agent, using a representative rate.

(w) *Sterling.*

(i) “GBP-LIBOR-BBA” means that the rate for a Reset Date will be the rate for deposits in Sterling for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on that Reset Date. If such rate does not appear

on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specified “GBP-LIBOR-Reference Banks” as the applicable Floating Rate Option.

(ii) “GBP-LIBOR-BBA-Bloomberg” means that the rate for a Reset Date will be the rate for deposits in Sterling for a period of the Designated Maturity which appears on the Bloomberg Screen BTMM UK Page under the heading “LIBOR” as of 11:00 a.m., London time, on that Reset Date. If such rate does not appear on the Bloomberg Screen BTMM UK Page, the rate for that Reset Date will be determined as if the parties had specified “GBP-LIBOR-Reference Banks” as the applicable Floating Rate Option.

(iii) “GBP-LIBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Sterling are offered by the Reference Banks at approximately 11:00 a.m., London time, on that Reset Date to prime banks in the London interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in London, selected by the Calculation Agent, at approximately 11:00 a.m., London time, on that Reset Date for loans in Sterling to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(iv) “GBP-ISDA-Swap Rate” means that the rate for a Reset Date will be the swap rate for Sterling swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen ISDAFIX4 Page as of 11:00 a.m., London time, on that Reset Date. If such rate does not appear on the Reuters Screen ISDAFIX4 Page, the rate for that Reset Date will be determined by the Calculation Agent.

(v) “GBP-Semi-Annual Swap Rate” means that the rate for a Reset Date will be the semi-annual swap rate for Sterling swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen TGM42279 Page as of 11:00 a.m., London time, on that Reset Date. If such rate does not appear on the Reuters Screen TGM42279 Page, the rate for that Reset Date will be determined as if the parties had specified “GBP-Semi-Annual Swap Rate-Reference Banks” as the applicable Floating Rate Option.

(vi) “GBP-Semi-Annual Swap Rate-Reference Banks” means that the rate for a Reset Date will be a percentage determined by the Reference Banks on the basis of the mid-market semi-annual swap rate quotations provided by the Reference Banks at approximately 11:00 a.m., London time, on that Reset Date. For this purpose, the mid-market semi-annual swap rate means the arithmetic mean of the bid and offered rates for the semi-annual fixed leg, calculated on an Actual/365 (Fixed) day count basis, of a fixed-for-floating Sterling interest rate swap transaction with a term equal to the Designated Maturity commencing on that Reset Date and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/365 (Fixed) day count basis, is equivalent (A) if the Designated Maturity is greater than one year, to GBP-LIBOR-BBA with a Designated Maturity of six months or (B) if the Designated Maturity is one year or less, to GBP-LIBOR-BBA with a Designated Maturity of three months. The Calculation Agent will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least three quotations are provided, the rate for that Reset Date will be the arithmetic mean of the

quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest).

(vii) “GBP-WMBA-SONIA-COMPOUND” means that the rate for a Reset Date calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the Sterling daily overnight reference rate).

“GBP-WMBA-SONIA-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a), but to the nearest one ten-thousandth of a percentage point (0.0001%):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{SONIA}_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“ $d_o$ ”, for any Calculation Period, is the number of London Banking Days in the relevant Calculation Period;

“ $i$ ” is a series of whole numbers from one to  $d_o$ , each representing the relevant London Banking Days in chronological order from, and including, the first London Banking Day in the relevant Calculation Period;

“ $\text{SONIA}_i$ ”, for any day “ $i$ ” in the relevant Calculation Period, is a reference rate equal to the overnight rate as calculated by the Wholesale Markets Brokers’ Association and appearing on the Reuters Screen SONIA Page in respect of that day;

“ $n_i$ ” is the number of calendar days in the relevant Calculation Period on which the rate is  $\text{SONIA}_i$ ; and

“ $d$ ” is the number of calendar days in the relevant Calculation Period.

**(x) *Swedish Krona.***

(i) “SEK-Annual Swap Rate” means that the rate for a Reset Date will be the annual swap rate for Swedish Kronor swap transactions for a period of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen TGM42287 Page under the heading “FIXED VS. 3M STIBOR” at approximately 12:00 p.m., London time, on that Reset Date. If such rate does not appear on the Reuters Screen TGM42287 Page, the rate for that Reset Date will be determined by the Calculation Agent.

(ii) “SEK-STIBOR-SIDE” means that the rate for a Reset Date will be the rate for deposits in Swedish Kronor for a period of the Designated Maturity which appears on the Reuters Screen SIDE Page under the caption “FIXINGS” as of 11:00 a.m., Stockholm time, on the day that is two Stockholm Banking Days preceding that Reset. If such rate does not appear on the Reuters Screen SIDE Page, the rate for that Reset Date will be determined as if the parties had specified “SEK-STIBOR-Reference Banks” as the applicable Floating Rate Option.

(iii) “SEK-STIBOR-Bloomberg” means that the rate for a Reset Date will be the rate for deposits in Swedish Kronor for a period of the Designated Maturity which appears on the Bloomberg Screen BTMM SW Page under the heading “STIBOR” at 11:00 a.m., Stockholm time, on the day that is two Stockholm Banking Days preceding that Reset Date. If such rate does not appear on the Bloomberg Screen BTMM SW Page, the rate for that Reset Date will be determined as if the parties had specified “SEK-STIBOR-Reference Banks” as the applicable Floating Rate Option.

(iv) “SEK-STIBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Swedish Kronor are offered by the Reference Banks at approximately 11:00 a.m., Stockholm time, on the day that is two Stockholm Banking Days preceding that Reset Date to prime banks in the Stockholm interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Stockholm office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Stockholm, selected by the Calculation Agent, at approximately 11:00 a.m., Stockholm time, on that Reset Date for loans in Swedish Kronor to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(v) “SEK-SIOR-OIS-COMPOUND” means that the rate for a Reset Date, calculated in accordance with the formula set forth below, will be the rate of return of a daily compound interest investment, (it being understood that the reference rate for the calculation of interest is the arithmetic mean of the daily rates of the day-to-day interbank SEK market in Stockholm).

“SEK-SIOR-OIS-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a):

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{SIOR_i \times ni}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

“ $d_0$ ” for any Calculation Period is the number of Stockholm Banking Days in the relevant Calculation Period;

“ $i$ ” is a series of whole numbers from one to  $d_0$ , each representing the relevant Stockholm Banking Day in chronological order from, and including, the first Stockholm Banking Day in the relevant Calculation Period;

“ $SIOR_i$ ”, for any day “ $i$ ” in the relevant Calculation Period, is a reference rate equal to the daily fixing for Swedish Krona tomorrow next deposits as published at approximately 11:00 a.m., Stockholm time, on the day that is one Stockholm Banking Day preceding that day “ $i$ ” on the Reuters Screen SIDE Page under the heading “Fixing”. If such rate does not appear on the Reuters Screen SIDE Page in respect of any day “ $i$ ”, the rate for that day will be as agreed between the parties, acting in good faith and in a commercially reasonable manner. If the parties cannot agree, the rate for that day will be

the rate displayed on the Reuters Screen SIDE Page in respect of the first preceding Stockholm Banking Day;

“ $n_i$ ” is the number of calendar days in the relevant Calculation Period on which the rate is  $SIOR_i$ ; and

“ $d$ ” is the number of calendar days in the relevant Calculation Period.

**(y) *Swiss Franc.***

(i) “CHF-LIBOR-BBA” means that the rate for a Reset Date will be the rate for deposits in Swiss Francs for a period of the Designated Maturity which appears on the Reuters Screen LIBOR02 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR02 Page, the rate for that Reset Date will be determined as if the parties had specified “CHF-LIBOR-Reference Banks” as the applicable Floating Rate Option.

(ii) “CHF-LIBOR-BBA-Bloomberg” means that the rate for a Reset Date will be the rate for deposits in Swiss Francs for a period of the Designated Maturity which appears on the Bloomberg Screen BTMM SZ Page under the heading “LIBOR” as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Bloomberg Screen BTMM SZ Page, the rate for that Reset Date will be determined as if the parties had specified “CHF-LIBOR-Reference Banks” as the applicable Floating Rate Option.

(iii) “CHF-LIBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in Swiss Francs are offered by the Reference Banks at approximately 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date to prime banks in the London interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in Zurich, selected by the Calculation Agent, at approximately 11:00 a.m., Zurich time, on that Reset Date for loans in Swiss Francs to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(iv) “CHF-TOIS-OIS-COMPOUND” means that the rate for a Reset Date, calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the arithmetic mean of the daily rates of the day-to-day Swiss interbank money market).

“CHF-TOIS-OIS-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a), but to the nearest one ten-thousandth of a percentage point (0.0001%):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{TOIS_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$



where:

“ $d_o$ ”, for any Calculation Period, is the number of Zurich Banking Days in the relevant Calculation Period;

“ $i$ ” is a series of whole numbers from one to  $d_o$ , each representing the relevant Zurich Banking Days in chronological order from, and including, the first Zurich Banking Day in the relevant Calculation Period;

“ $TOIS_i$ ”, for any day “ $i$ ” in the relevant Calculation Period, is a reference rate equal to the rate for tomorrow next deposits in Swiss Francs which appears on the Reuters Screen CHFTOIS= as of 11:00 a.m., Zurich time, on the day that is one Zurich Banking Day preceding that day;

“ $n_i$ ” is the number of calendar days in the relevant Calculation Period on which the rate is  $TOIS_i$ ; and

“ $d$ ” is the number of calendar days in the relevant Calculation Period.

(v) “CHF-Annual Swap Rate” means that the rate for a Reset Date will be the annual swap rate for Swiss Franc swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen TGM42282 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen TGM42282 Page, the rate for that Reset Date will be determined as if the parties had specified “CHF-Annual Swap Rate-Reference Banks” as the applicable Floating Rate Option.

(vi) “CHF-ISDAFIX-Swap Rate” means that the rate for a Reset Date will be the swap rate for Swiss Franc swap transactions with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen ISDAFIX4 Page as of 11:00 a.m., Zurich time, on the day that is two Zurich Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDAFIX4 Page, the rate for that Reset Date will be determined as if the parties had specified “CHF-Annual Swap Rate-Reference Banks” as the applicable Floating Rate Option.

(vii) “CHF-Annual Swap Rate-Reference Banks” means that the rate for a Reset Date will be a percentage determined on the basis of the mid-market annual swap rate quotations provided by the Reference Banks at approximately 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. For this purpose, the mid-market annual swap rate means the arithmetic mean of the bid and offered rates for the annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating Swiss Franc interest rate swap transaction with a term equal to the Designated Maturity commencing on that Reset Date and in a Representative Amount with an acknowledged dealer of good credit in the swap market where the floating leg, calculated on an Actual/360 day count basis, is equivalent to CHF-LIBOR-BBA with a Designated Maturity of six months. The Calculation Agent will request the principal office of each of the Reference Banks to provide a quotation of its rate. If at least three quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest).



**(z) Taiwanese Dollar.**

(i) “TWD-Reuters-6165” means that the rate for a Reset Date will be the Taiwan Secondary Markets Bills Rates for a period of the Designated Maturity which appears to the right of the caption “Fixings” on the Reuters Screen 6165 Page as of 11:00 a.m., Taipei time, on the day that is two Taipei Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen 6165 Page, the rate for that Reset Date will be determined as if the parties had specified “TWD-TWCPBA” as the applicable Floating Rate Option.

(ii) “TWD-TWCPBA” means that the rate for a Reset Date will be the Taiwan Secondary Markets Bills Rates for a period of the Designated Maturity which appears to the right of the caption “Fixings@11.00” on the Reuters Screen TWCPBA Page as of 11:00 a.m., Taipei time, on the day that is two Taipei Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen TWCPBA Page, the rate for that Reset Date will be determined as if the parties had specified “TWD-Reference Dealers” as the applicable Floating Rate Option.

(iii) “TWD-Reference Dealers” means that the rate for a Reset Date will be determined on the basis of the Taiwan Secondary Markets Bills Rates offered by the Reference Dealers at approximately 11:00 a.m., Taipei time, on the day that is two Taipei Banking Days preceding that Reset Date to prime banks in the Taipei interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Taipei office of each of the Reference Dealers to provide a quotation of its rate. If at least four quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than four quotations are provided as requested, the rate for the Reset Date will be determined by the Calculation Agent.

**(aa) Thai Baht.**

(i) “THB-SOR-Reuters” means that the rate for a Reset Date will be the synthetic rate for deposits in Thai Baht for a period of the Designated Maturity which appears on the Reuters Screen ABSIRFIX01 Page as of 11:00 a.m., Singapore time, on the day that is two Singapore Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ABSIRFIX01 Page, the rate for that Reset Date will be determined as if the parties had specified “THB-SOR-Reference Banks” as the applicable Floating Rate Option.

(ii) “THB-SOR-Reference Banks” means that the rate for a Reset Date will be determined by the Calculation Agent in accordance with the following formula:

$$\left\{ \left[ \left( \frac{\text{Spot Rate} + \text{Forward Points}}{\text{Spot Rate}} \right) \times \left( 1 + \frac{\text{USD Rate} \times \# \text{ days}}{360} \right) \right] - 1 \right\} \times \frac{365}{\# \text{ days}} \times 100$$

where:

“Spot Rate” means the average of the bid and offered exchange rates for the sale of Thai Baht against U.S. Dollars for settlement on a spot basis obtained by the Calculation Agent from Reference Banks, as of 11:00 a.m., Singapore time, on the day that is two Singapore Banking Days preceding the relevant Reset Date or as close to such time as is reasonably practicable. If at least three quotations are provided, the Spot Rate for that Reset Date will be the arithmetic mean of the quotations, without regard to the

quotations with the highest and lowest values. For this purpose, if more than one quotation has the same highest or lowest value, then one such quotation shall be disregarded. If exactly two quotations are provided, the Spot Rate for that Reset Date will be the arithmetic mean of the quotations;

“Forward Points” means the offered side of the FX forward points for the forward sale of Thai Baht against U.S. Dollars for settlement on the last day of a period equivalent to the Designated Maturity and commencing on the relevant Reset Date as determined by the Calculation Agent on the basis of the offered side of indicative quotations obtained by the Calculation Agent from the Reference Banks, as of 11:00 a.m., Singapore time, on the day that is two Singapore Banking Days preceding the relevant Reset Date or as close to such time as is reasonably practicable. If at least three quotations are provided, the Forward Points for that Reset Date will be the arithmetic mean of the quotations, without regard to the quotations with the highest and lowest values. For this purpose, if more than one quotation has the same highest or lowest value, then one such quotation shall be disregarded. If exactly two quotations are provided, the Forward Points for that Reset Date will be the arithmetic mean of the quotations;

“# days” means the number of calendar days in the Calculation Period in respect of which the calculation is being made; and

“USD Rate” means the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen ABSIRFIX08 Page as of 11:00 a.m., Singapore time, on the day that is two Singapore Banking Days preceding the relevant Reset Date. If such rate does not appear on the Reuters Screen ABSIRFIX08 Page, the USD Rate for that Reset Date will be determined as if the parties had specified “USD-SIBOR-Reference Banks” (but omitting the final sentence of that Floating Rate Option) as the USD Rate.

(iii) “THB-THBFIX-Reuters” means that the rate for a Reset Date will be the synthetic rate for deposits in Thai Baht derived from the swap offered points for a period of the Designated Maturity which appears on the Reuters Screen THBFIX Page as of 11:00 a.m., Bangkok time, on the day that is two Bangkok Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen THBFIX Page, the rate for that Reset Date will be determined as if the parties had specified “THB-SOR-Reference Banks” as the applicable Floating Rate Option, but with the following variations:

(A) in the definitions of “Spot Rate” and “Forward Points”, references to “Singapore time” and “Singapore Banking Days” will be deemed to be references to “Bangkok time” and “Bangkok Banking Days”, respectively;

(B) for the purposes of determining the “Spot Rate” and “Forward Points”, the Reference Banks will be the Bangkok offices of five major banks specified in the related Confirmation for the Swap Transaction, or, if none is specified, five major banks in the Bangkok interbank market selected by the Calculation Agent; and

(C) for the purposes of “USD Rate”, references to “Reuters Screen ABSIRFIX08 Page” will be deemed to be references to “Reuters Screen SIBOR= Page”.

**(ab) U.S. Dollar.**

(i) “USD-BA-H.15” means that the rate for a Reset Date will be the Money Market Yield of the rate set forth in H.15(519) for that day opposite the Designated Maturity under the caption “Bankers acceptances (top rated)”. If on the Calculation Date for a Calculation Period such rate for a Reset Date in that Calculation Period is not yet published in H.15(519), the rate for that Reset Date will be the rate set forth in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, for that day in respect of the Designated Maturity under the caption “Bankers acceptances (top rated)”. If on the Calculation Date for a Calculation Period such rate for a Reset Date in that Calculation Period is not yet published in H.15(519), H.15 Daily Update or another recognized electronic source, the rate for that Reset Date will be determined as if the parties had specified “USD-BA-Reference Dealers” as the applicable Floating Rate Option.

(ii) “USD-BA-Reference Dealers” means that the rate for a Reset Date will be the Money Market Yield of the arithmetic mean of the offered rates of the Reference Dealers as of the close of business in New York City on that day for top-rated U.S. Dollar bankers acceptances of the Designated Maturity and in a Representative Amount.

(iii) “USD-CD-H.15” means that the rate for a Reset Date will be the rate set forth in H.15(519) for that day opposite the Designated Maturity under the caption “CDs (secondary market)”. If on the Calculation Date for a Calculation Period such rate for a Reset Date in that Calculation Period is not yet published in H.15(519), the rate for that Reset Date will be the rate set forth in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, for that day in respect of the Designated Maturity under the caption “CDs (secondary market)”. If on the Calculation Date for a Calculation Period such rate for a Reset Date in that Calculation Period is not yet published in H.15(519), H.15 Daily Update or another recognized electronic source, the rate for that Reset Date will be determined as if the parties had specified “USD-CD-Reference Dealers” as the applicable Floating Rate Option.

(iv) “USD-CD-Reference Dealers” means that the rate for a Reset Date will be the arithmetic mean of the secondary market offered rates of the Reference Dealers as of 10:00 a.m., New York City time, on that day for negotiable U.S. Dollar certificates of deposit of major United States money market banks with a remaining maturity closest to the Designated Maturity and in a Representative Amount.

(v) “USD-CMS-Reuters” means that the rate for a Reset Date will be the arithmetic mean of the bid and offered swap rate quotations published on the Reuters Screen TGM42276 Page at 11:00 EST (16:00 GMT)”, for the Designated Maturity as of 11:00 a.m., New York City time, on the day that is two U.S. Government Securities Business Days preceding that Reset Date. If such rate does not appear on the Reuters Screen TGM42276 Page, the rate for that Reset Date will be determined as if the parties had specified “USD-CMS Reference Banks” as the applicable Floating Rate Option.

(vi) “USD-ISDA-Swap Rate” means that the rate for a Reset Date will be the rate for U.S. Dollar swaps with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen ISDAFIX1 Page as of 11:00 a.m., New York City time, on the day that is two U.S. Government Securities Business Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDAFIX1 Page, the rate for that Reset Date will be determined as if the parties had specified “USD-CMS-Reference Banks” as the applicable Floating Rate Option.

(vii) “USD-ISDA-Swap Rate-3:00” means that the rate for a Reset Date will be the rate for U.S. Dollar swaps with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen ISDAFIX1 Page as of 3:00 p.m., New York City time, on the day that is two U.S. Government Securities Business Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDAFIX1 Page, the rate for that Reset Date will be determined as if the parties had specified “USD-CMS-Reference Banks” as the applicable Floating Rate Option.

(viii) “USD-ISDAFIX3-Swap Rate” means that the rate for a Reset Date will be the rate for U.S. Dollar swaps with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen ISDAFIX3 Page as of 11:00 a.m., New York City time, on the day that is two U.S. Government Securities Business Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDAFIX3 Page, the rate for that Reset Date will be determined as if the parties had specified “USD-CMS-Reference Banks” as the applicable Floating Rate Option.

(ix) “USD-ISDAFIX3-Swap Rate-3:00” means that the rate for a Reset Date will be the rate for U.S. Dollar swaps with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen ISDAFIX3 Page as of 3:00 p.m., New York City time, on the day that is two U.S. Government Securities Business Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ISDAFIX3 Page, the rate for that Reset Date will be determined as if the parties had specified “USD-CMS-Reference Banks” as the applicable Floating Rate Option.

(x) “USD-CMS-Reference Banks” means that the rate for a Reset Date will be a percentage determined on the basis of the mid-market semi-annual swap rate quotations provided by the Reference Banks at approximately 11:00 a.m., New York City time, on the day that is two U.S. Government Securities Business Days preceding that Reset Date, and, for this purpose, the semi-annual swap rate means the mean of the bid and offered rates for the semi-annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating U.S. Dollar interest rate swap transaction with a term equal to the Designated Maturity commencing on that Reset Date and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, calculated on an Actual/360 day count basis, is equivalent to USD-LIBOR-BBA with a Designated Maturity of three months. The Calculation Agent will request the principal New York City office of each of the Reference Banks to provide a quotation of its rate. If at least three quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest).

(xi) “USD-CMS-Reference Banks-ICAP SwapPX” means that the rate for a Reset Date will be a percentage determined on the basis of the mid-market semi-annual swap rate quotation which appears on the ICAP SwapPX Screen 272 Page under the heading “11:00 a.m. Rates”, at approximately 11:00 a.m., New York City time, on the day that is two U.S. Government Securities Business Days preceding that Reset Date, and, for this purpose, the semi-annual swap rate means the mean of the bid and offered rates for the semi-annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating U.S. Dollar interest rate swap transaction with a term equal to the Designated Maturity commencing on that Reset Date and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, calculated on an Actual/360 day count basis, is equivalent to USD-LIBOR-BBA with a Designated Maturity of three months.

(xii) “USD-CMT-T7051” means that the rate for a Reset Date will be a percentage equal to the yield for United States Treasury securities at “constant maturity” for a period of the Designated Maturity and for that Reset Date as set forth in H.15(519) under the caption “Treasury constant maturities”, as such yield is displayed on the Reuters Screen FRBCMT Page for the Reset Date on the day that is two U.S. Government Securities Business Days prior to that Reset Date. If such rate does not appear on the Reuters Screen FRBCMT Page, the rate for that Reset Date will be a percentage equal to the yield for United States Treasury securities at “constant maturity” for a period of the Designated Maturity and for that Reset Date as set forth in H.15(519) under the caption “Treasury constant maturities”. If such rate does not appear in H.15(519), the rate for that Reset Date will be the rate for a period of the Designated Maturity as may then be published by either the Federal Reserve System Board of Governors or the United States Department of the Treasury that the Calculation Agent determines to be comparable to the rate which would otherwise have been published in H.15-519.

If on the day that is two U.S. Government Securities Business Days preceding a Reset Date the Federal Reserve System Board of Governors or the United States Department of the Treasury does not publish a yield on United States Treasury securities at “constant maturity” for a period of the Designated Maturity, the rate for that Reset Date will be calculated by the Calculation Agent and will be a yield-to-maturity based on the arithmetic mean of the secondary market bid prices at approximately 3:30 p.m., New York City time, on the day that is two U.S. Government Securities Business Days preceding that Reset Date, of three leading primary United States government securities dealers in New York City selected by the Calculation Agent (from five such dealers and eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest)) for United States Treasury securities with an original maturity equal to the Designated Maturity, a remaining term to maturity no more than one year shorter than the Designated Maturity and in a Representative Amount. If fewer than five but more than two such prices are provided as requested, the rate for that Reset Date will be based on the arithmetic mean of the bid prices obtained and neither the highest nor lowest of such quotations will be eliminated. If fewer than three prices are provided as requested, the rate for that Reset Date will be calculated by the Calculation Agent and will be a yield-to-maturity based on the arithmetic mean of the secondary market bid prices as of approximately 3:30 p.m., New York City time, on the day that is two U.S. Government Securities Business Days preceding that Reset Date of three leading primary United States government securities dealers in New York City selected by the Calculation Agent (from five such dealers and eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest)) for United States Treasury securities with an original maturity greater than the Designated Maturity, a remaining term to maturity closest to the Designated Maturity and in a Representative Amount. If fewer than five but more than two such prices are provided, the rate for that Reset Date will be based on the arithmetic mean of the bid prices obtained and neither the highest nor lowest of such quotations will be eliminated. If two United States Treasury securities with an original maturity greater than the Designated Maturity have remaining terms to maturity equally close to the Designated Maturity, the quotes for the Treasury security with the shorter original term to maturity will be used.

(xiii) “USD-CMT-T7052” means that the rate for a Reset Date will be a percentage equal to the one-week average yield for United States Treasury securities at “constant maturity” for a period of the Designated Maturity and for the week preceding that Reset Date as set forth in H.15(519) under the caption “Week Ending” and opposite the caption “Treasury constant maturities”, as such yield is displayed on the Reuters Screen FEDCMT Page for the week



preceding that Reset Date. If such rate does not appear on the Reuters Screen FEDCMT Page, the rate for that Reset Date will be a percentage equal to the one-week average yield for United States Treasury securities at “constant maturity” for a period of the Designated Maturity and for the week preceding that Reset Date as set forth in H.15(519) under the caption “Week Ending” and opposite the caption “Treasury constant maturities”. If such rate does not appear in H.15(519), the rate for that Reset Date will be the one-week average yield for United States Treasury securities at “constant maturity” for a period of the Designated Maturity as otherwise announced by the Federal Reserve Bank of New York for the week preceding that Reset Date.

If for the week preceding a Reset Date the Federal Reserve Bank of New York does not publish a one-week average yield on United States Treasury securities at “constant maturity” for a period of the Designated Maturity for the preceding week, the rate for that Reset Date will be calculated by the Calculation Agent and will be a yield-to-maturity based on the arithmetic mean of the secondary market bid prices at approximately 3:30 p.m., New York City time, on the day that is two U.S. Government Securities Business Days preceding that Reset Date of three leading primary United States government securities dealers in New York City selected by the Calculation Agent (from five such dealers and eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest)) for United States Treasury securities with an original maturity equal to the Designated Maturity, a remaining term to maturity of no more than one year shorter than the Designated Maturity and in a Representative Amount. If fewer than five but more than two such prices are provided, the rate for that Reset Date will be based on the arithmetic mean of the bid prices obtained and neither the highest nor lowest of such quotations will be eliminated. If fewer than three prices are provided as requested, the rate for that Reset Date will be calculated by the Calculation Agent and will be a yield-to-maturity based on the arithmetic mean of the secondary market bid prices as of approximately 3:30 p.m., New York City time, on the day that is two U.S. Government Securities Business Days preceding that Reset Date of three leading primary United States government securities dealers in New York City selected by the Calculation Agent (from five such dealers and eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest)) for United States Treasury securities with an original maturity longer than the Designated Maturity, a remaining term to maturity closest to the Designated Maturity and in a Representative Amount. If fewer than five but more than two such prices are provided, the rate for that Reset Date will be based on the arithmetic mean of the bid prices obtained and neither the highest nor lowest of such quotations will be eliminated. If two United States Treasury securities with an original maturity greater than the Designated Maturity have remaining terms to maturity equally close to the Designated Maturity, the quotes for the Treasury security with the shorter original term to maturity will be used.

(xiv) “USD-COF11-Reuters” means that the rate for a Reset Date will be the monthly weighted average cost of funds set forth opposite the caption “11TH Dist COFI:” on the Reuters Screen COFI/ARMS Page as of 11:00 a.m., San Francisco time, on that Reset Date. If such rate does not appear on the Reuters Screen COFI/ARMS Page, the rate for that Reset Date will be determined as if the parties had specified “USD-COF11-FHLBSF” as the applicable Floating Rate Option.

(xv) “USD-COF11-FHLBSF” means that the rate for a Reset Date will be the monthly weighted average cost of funds paid by member institutions of the Eleventh Federal Home Loan Bank District that was most recently announced by the FHLBSF as such cost of funds for the calendar month preceding the date of such announcement. If the FHLBSF fails to announce such rate for that calendar month, then the rate for that Reset Date will be determined on the basis of



the latest comparable rate announced by the FHLBSF prior to the Payment Date immediately following that Reset Date.

(xvi) “USD-CP-H.15” means that the rate for a Reset Date will (subject to the effect of any applicable Rate Cut-off Date determined as indicated in Section 6.2(d)(i)) be the Money Market Yield of the rate set forth in H.15(519) for that day opposite the Designated Maturity and under the caption “Commercial paper - Nonfinancial”. If, by 5:00 p.m., New York City time, on the day that is one New York City Banking Day following the Reset Date, such rate for the Reset Date is not yet published in H.15(519), the rate for that Reset Date will be the Money Market Yield of the rate set forth in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, for that day in respect of the Designated Maturity under the caption “Commercial paper/Nonfinancial”. If, by 5:00 p.m., New York City time, on the day that is one New York City Banking Day following the Reset Date, such rate for the Reset Date is not yet published in H.15(519), H.15 Daily Update or another recognized electronic source, the rate for that Reset Date will be the Money Market Yield of the rate for the first preceding day for which such rate is set forth in H.15(519) opposite the Designated Maturity and under the caption “Commercial paper - Nonfinancial”.

(xvii) “USD-CP-Reference Dealers” means that the rate for a Reset Date will be the Money Market Yield of the arithmetic mean of the offered rates of the Reference Dealers as of 11:00 a.m., New York City time, on that day for U.S. Dollar commercial paper of the Designated Maturity placed for industrial issuers whose bond rating is “Aa” or the equivalent from a nationally recognized rating agency.

(xviii) “USD-Federal Funds-H.15” means that the rate for a Reset Date will (subject to the effect of any applicable Rate Cut-off Date determined as indicated in Section 6.2(d)(i)) be the rate set forth in H.15(519) for that day opposite the caption “Federal funds (effective)”, as such rate is displayed on the Reuters Screen FEDFUNDS1 Page. If, by 5:00 p.m., New York City time, on the day that is one New York City Banking Day following the Reset Date, such rate for the Reset Date does not appear on the Reuters Screen FEDFUNDS1 Page or is not yet published in H.15(519), the rate for that Reset Date will be the rate set forth in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, for that day opposite the caption “Federal funds (effective)”. If, by 5:00 p.m., New York City time, on the day that is one New York City Banking Day following the Reset Date, such rate for the Reset Date does not appear on the Reuters Screen FEDFUNDS1 Page or is not yet published in H.15(519), H.15 Daily Update or another recognized electronic source, the rate for that Reset Date will be the rate for the first preceding day for which such rate is set forth in H.15(519) opposite the caption “Federal funds (effective)”, as such rate is displayed on the Reuters Screen FEDFUNDS1 Page.

(xix) “USD-Federal Funds-H.15-Bloomberg” means that the rate for a Reset Date will (subject to the effect of any applicable Rate Cut-off Date determined as indicated in Section 6.2(d)(i)) be the rate set forth on the Bloomberg Screen MMR 21 4 Page for that day opposite the caption “Federal Funds (effective)”. If, by 5:00 p.m., New York City time, on the day that is one New York City Banking Day following the Reset Date, such rate for the Reset Date does not appear on the Bloomberg Screen MMR 21 4 Page or is not yet published in H.15(519), the rate for that Reset Date will be the rate set forth in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, for that day opposite the caption “Federal funds (effective)”. If, by 5:00 p.m., New York City time, on the day that is one New York City Banking Day following the Reset Date, such rate for the Reset Date does not appear on the Bloomberg Screen MMR 21 4 Page or is not yet published in H.15(519), H.15 Daily Update

or another recognized electronic source, the rate for that Reset Date will be the rate for the first preceding day for which such rate is set forth in H.15(519) opposite the caption “Federal funds (effective)”, as such rate is displayed on the Bloomberg Screen MMR 21 4 Page.

(xx) “USD-Federal Funds-Reference Dealers” means that the rate for a Reset Date will be the arithmetic mean of the rates for the last transaction in overnight U.S. Dollar Federal funds arranged by each Reference Dealer prior to 9:00 a.m., New York City time, on that day.

(xxi) “USD-FFCB-DISCO” means that the rate for a Reset Date will be the Bond Equivalent Yield of the rate which appears on the Reuters Screen FFCB04 Page under the caption “RATE” as of 9:15 a.m., New York City time, on the day prior to that Reset Date. If such rate does not appear on the Reuters Screen FFCB04 Page, the rate for that Reset Date will be the Bond Equivalent Yield of the arithmetic mean of the rates at which four Reference Dealers in the Federal Farm Credit Banks (“FFCB”) Funding Corporation Consolidated Systemwide Discount Note Selling Group mutually agreed upon by both parties would offer FFCB Discount Notes with a maturity of 90 days for settlement on such Reset Date.

(xxii) “USD-LIBOR-BBA” means that the rate for a Reset Date will be the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specified “USD-LIBOR-Reference Banks” as the applicable Floating Rate Option.

(xxiii) “USD-LIBOR-BBA-Bloomberg” means that the rate for a Reset Date will be the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Bloomberg Screen BTMM Page under the heading “LIBOR FIX BBAM<GO>” as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Bloomberg Screen BTMM Page, the rate for that Reset Date will be determined as if the parties had specified “USD-LIBOR-Reference Banks” as the applicable Floating Rate Option.

(xxiv) “USD-LIBOR-LIBO” means that the rate for a Reset Date will be determined on the basis of the offered rates for deposits in U.S. Dollars for a period of the Designated Maturity which appear on the Reuters Screen LIBO Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If at least two rates appear on the Reuters Screen LIBO Page, the rate for that Reset Date will be the arithmetic mean of such rates. If fewer than two rates appear, the rate for that Reset Date will be determined as if the parties had specified “USD-LIBOR-Reference Banks” as the applicable Floating Rate Option.

(xxv) “USD-LIBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date to prime banks in the London interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by the Calculation Agent, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading European banks for a

period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(xxvi) “USD-Prime-H.15” means that the rate for a Reset Date will (subject to the effect of any applicable Rate Cut-off Date determined as indicated in Section 6.2(d)(i)) be the rate set forth in H.15(519) for that day opposite the caption “Bank prime loan”. If, by 5:00 p.m., New York City time, on the day that is one New York City Banking Day following the Reset Date, such rate for the Reset Date is not yet published in H.15(519), the rate for that Reset Date will be the rate set forth in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, for that day opposite the caption “Bank prime loan”. If, by 5:00 p.m., New York City time, on the day that is one New York City Banking Day following the Reset Date, such rate for the Reset Date is not yet published in H.15(519), H.15 Daily Update or another recognized electronic source, the rate for that Reset Date will be the rate for the first preceding day for which such rate is set forth in H.15(519) opposite the caption “Bank prime loan”.

(xxvii) “USD-Prime-Reference Banks” means that the rate for a Reset Date will be the arithmetic mean of the rates of interest publicly announced by each Reference Bank as its U.S. Dollar prime rate or base lending rate as in effect for that day. Each change in the prime rate or base lending rate of any bank so announced by such bank will be effective as of the effective date of the announcement or, if no effective date is specified, as of the date of the announcement.

(xxviii) “USD-SIBOR-SIBO” means that the rate for a Reset Date will be the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen ABSIRFIX01 Page as of 11:00 a.m., Singapore time, on the day that is two Singapore Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen ABSIRFIX01 Page, the rate for that Reset Date will be determined as if the parties had specified “USD-SIBOR-Reference Banks” as the applicable Floating Rate Option.

(xxix) “USD-SIBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m., Singapore time, on the day that is two Singapore Banking Days preceding that Reset Date to prime banks in the Singapore interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Singapore office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be determined as if the parties had specified “USD-LIBOR-BBA” as the applicable Floating Rate Option.

(xxx) “USD-TBILL-H.15” means that the rate for a Reset Date on which United States Treasury bills are auctioned will be the rate for that day which appears on either the Reuters Screen USAUCTION10 Page or the Reuters Screen USAUCTION11 Page opposite the Designated Maturity under the heading “INVEST RATE”. If on the Calculation Date for a Calculation Period United States Treasury bills of the Designated Maturity have been auctioned on a Reset Date during that Calculation Period but such rate for such Reset Date does not appear on either the Reuters Screen USAUCTION10 Page or the Reuters Screen USAUCTION11 Page, the rate for that Reset Date will be the Bond Equivalent Yield of the rate set forth in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, for that day in respect of the Designated Maturity under the caption “U.S. Government securities/Treasury bills/Auction high”. If on the Calculation Date for a Calculation Period

United States Treasury bills of the Designated Maturity have been auctioned on a Reset Date during that Calculation Period but such rate for such Reset Date does not appear on either the Reuters Screen USAUCTION10 Page or the Reuters Screen USAUCTION11 Page and such rate is not set forth in the H.15 Daily Update in respect of the Designated Maturity under the caption “U.S. Government securities/Treasury bills/Auction high” or another recognized electronic source, the rate for that Reset Date will be the Bond Equivalent Yield of the auction rate for those Treasury bills as announced by the United States Department of the Treasury. If the United States Treasury bills of the Designated Maturity are not auctioned during any period of seven consecutive calendar days ending on, and including, any Friday and a Reset Date would have occurred if such Treasury bills had been auctioned during that seven-day period, a Reset Date will be deemed to have occurred on the day during that seven-day period on which such Treasury bills would have been auctioned in accordance with the usual practices of the United States Department of the Treasury, and the rate for that Reset Date will be determined as if the parties had specified “USD-TBILL-Secondary Market” as the applicable Floating Rate Option (unless it is indicated for the Swap Transaction that weeks in which United States Treasury bills of the Designated Maturity are not auctioned will be ignored, in which case there will not be any Reset Date during that seven-day period).

(xxxix) “USD-TBILL-H.15-Bloomberg” means that the rate for a Reset Date on which United States Treasury bills are auctioned will be the rate for that day which appears on either the Bloomberg Screen TBILIN 3M INDEX Page or the Bloomberg Screen TBILIN6M INDEX Page. If on the Calculation Date for a Calculation Period United States Treasury bills of the Designated Maturity have been auctioned on a Reset Date during that Calculation Period but such rate for such Reset Date does not appear on either the Bloomberg Screen TBILIN 3M INDEX Page or the Bloomberg Screen TBILIN6M INDEX Page, the rate for that Reset Date will be the Bond Equivalent Yield of the rate set forth in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, for that day in respect of the Designated Maturity under the caption “U.S. Government securities/Treasury bills/Auction high”. If on the Calculation Date for a Calculation Period United States Treasury bills of the Designated Maturity have been auctioned on a Reset Date during that Calculation Period but such rate for such Reset Date does not appear on either the Bloomberg Screen TBILIN 3M INDEX Page or the Bloomberg Screen TBILIN6M INDEX Page and such rate is not set forth in the H.15 Daily Update in respect of the Designated Maturity under the caption “U.S. Government securities/Treasury bills/Auction high” or another recognized electronic source, the rate for that Reset Date will be the Bond Equivalent Yield of the auction rate for those Treasury bills as announced by the United States Department of the Treasury. If the United States Treasury bills of the Designated Maturity are not auctioned during any period of seven consecutive calendar days ending on, and including, any Friday and a Reset Date would have occurred if such Treasury bills had been auctioned during that seven-day period, a Reset Date will be deemed to have occurred on the day during that seven-day period on which such Treasury bills would have been auctioned in accordance with the usual practices of the United States Department of the Treasury, and the rate for that Reset Date will be determined as if the parties had specified “USD-TBILL-Secondary Market” as the applicable Floating Rate Option (unless it is indicated for the Swap Transaction that weeks in which United States Treasury bills of the Designated Maturity are not auctioned will be ignored, in which case there will not be any Reset Date during that seven-day period).

(xxxix) “USD-TBILL-Secondary Market” means that the rate for a Reset Date will be the Bond Equivalent Yield of the rate set forth in H.15(519) for that day opposite the Designated Maturity under the caption “U.S. Government securities/Treasury bills/Secondary market”. If on the Calculation Date for a Calculation Period such rate for a Reset Date in that Calculation Period



is not yet published in H.15(519), the rate for that Reset Date will be the rate set forth in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, for that day in respect of the Designated Maturity under the caption “U.S. Government securities/Treasury bills/Secondary market”. If on the Calculation Date for a Calculation Period such rate for a Reset Date in that Calculation Period is not yet published in H.15(519), H.15 Daily Update or another recognized electronic source, the rate for that Reset Date will be the Bond Equivalent Yield of the arithmetic mean of the secondary market bid rates of the Reference Dealers as of approximately 3.30 p.m., New York City time, on that day for the issue of United States Treasury bills with a remaining maturity closest to the Designated Maturity.

(xxxiii) “USD-TIBOR-Reference Banks” means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m., Tokyo time, on the day that is two Tokyo Banking Days preceding that Reset Date to prime banks in the Tokyo interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Tokyo office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by the Calculation Agent, at approximately 11:00 a.m., New York City time, on that Reset Date for loans in U.S. Dollars to leading banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

(xxxiv) “USD-Treasury Rate-T500” means that the rate for a Reset Date will be a percentage equal to the mid-market yield-to-maturity of the current “on-the-run” United States Treasury with a maturity equal to the Designated Maturity which appears on the Reuters Screen 500 Page as of 11:00 a.m., New York City time, on that Reset Date. If such rate does not appear on the Reuters Screen 500 Page, the rate for that Reset Date will be determined by the Calculation Agent and will be a percentage equal to the yield-to-maturity based on the secondary market mid-market prices as of 11:00 a.m., New York City time, on that Reset Date of three leading primary United States government securities dealers in New York City, selected by the Calculation Agent, (from five such dealers and eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest)) for United States Treasury securities with a maturity equal to the Designated Maturity and taking a simple average of the remaining three values.

(xxxv) “USD-Treasury Rate-ICAP BrokerTec” means that the rate for a Reset Date will be a percentage equal to the mid-market yield-to-maturity of the current “on-the-run” United States Treasury with a maturity equal to the Designated Maturity which appears on the ICAP SwapPX Screen 272 Page as of 11:00 a.m., New York City time, on that Reset Date. If such rate does not appear on the ICAP SwapPX Screen 272 Page the rate for that Reset Date will be determined by the Calculation Agent and will be a percentage equal to the yield-to-maturity based on the secondary market mid-market prices as of 11:00 a.m., New York City time, on that Reset Date of three leading primary United States government securities dealers in New York City, selected by the Calculation Agent, (from five such dealers and eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest)) for United States Treasury securities with a maturity equal to the Designated Maturity and taking a simple average of the remaining three values.

(xxxvi) “USD-Treasury Rate-SwapMarker99” means that the rate for a Reset Date will be a percentage equal to the mid-market yield-to-maturity of the current “on-the-run” United

States Treasury with a maturity equal to the Designated Maturity which appears on the SwapMarker Screen SMKR99 Page as of 11:00 a.m., New York City time, on that Reset Date. If such rate does not appear on the SwapMarker Screen SMKR99 Page the rate for that Reset Date will be determined by the Calculation Agent and will be a percentage equal to the yield-to-maturity based on the secondary market mid-market prices as of 11:00 a.m., New York City time, on that Reset Date of three leading primary United States government securities dealers in New York City, selected by the Calculation Agent, (from five such dealers and eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest)) for United States Treasury securities with a maturity equal to the Designated Maturity and taking a simple average of the remaining three values.

(xxxvii) “USD-Treasury Rate-T19901” means that the rate for a Reset Date will be a percentage equal to the mid-market yield-to-maturity of the current “on-the-run” United States Treasury with a maturity equal to the Designated Maturity which appears on the Reuters Screen 19901 Page as of 11:00 a.m., New York City time, on that Reset Date. If such rate does not appear on the Reuters Screen 19901 Page, the rate for that Reset Date will be determined by the Calculation Agent and will be a percentage equal to the yield-to-maturity based on the secondary market mid-market prices as of 11:00 a.m., New York City time, on that Reset Date of three leading primary United States government securities dealers in New York City, selected by the Calculation Agent, (from five such dealers and eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest) for United States Treasury securities with a maturity equal to the Designated Maturity and taking a simple average of the remaining three values.

(xxxviii) “USD-Treasury Rate-SwapMarker100” means that the rate for a Reset Date will be a percentage equal to the mid-market yield-to-maturity of the current “on-the-run” United States Treasury with a maturity equal to the Designated Maturity which appears on the SwapMarker Screen SMKR100 Page as of 11:00 a.m., New York City time, on that Reset Date. If such rate does not appear on the SwapMarker Screen SMKR100 Page the rate for that Reset Date will be determined by the Calculation Agent and will be a percentage equal to the yield-to-maturity based on the secondary market mid-market prices as of 11:00 a.m., New York City time, on that Reset Date of three leading primary United States government securities dealers in New York City, selected by the Calculation Agent, (from five such dealers and eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest) for United States Treasury securities with a maturity equal to the Designated Maturity and taking a simple average of the remaining three values.

(xxxix) “USD-Federal Funds-H.15-OIS-COMPOUND” means that the rate for the Reset Date, calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the daily effective federal funds rate determined by the Federal Reserve as the weighted average of the rates on brokered trades).

“USD-Federal Funds-H.15-OIS-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a):

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{FEDFUND}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$



where:

“ $d_0$ ” for any Calculation Period is the number of New York Banking Days in the relevant Calculation Period;

“ $i$ ” is a series of whole numbers from one to  $d_0$ , each representing the relevant New York Banking Days in chronological order from, and including, the first New York Banking Day in the relevant Calculation Period;

“ $FEDFUND_i$ ”, for any day “ $i$ ” in the relevant Calculation Period, is a reference rate equal to the rate set forth in H.15(519) in respect of that day under the caption “EFFECT”, as such rate is displayed on the Reuters Screen FEDFUNDS1 Page. If such rate does not appear on the Reuters Screen FEDFUNDS1 Page. in respect of any day “ $i$ ”, the rate for that day will be as agreed between the parties, acting in good faith and in a commercially reasonable manner. If the parties cannot agree, the rate for that day will be the rate displayed on the Reuters Screen FEDFUNDS1 Page. in respect of the first preceding New York Banking Day;

“ $n_i$ ” is the number of calendar days in the relevant Calculation Period on which the rate is  $FEDFUND_i$ ; and

“ $d$ ” is the number of calendar days in the relevant Calculation Period.

(xl) “USD-SIFMA Municipal Swap Index” means that the rate for a Reset Date will be level of the index which is issued weekly and which is compiled from the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data which meet specific criteria established from time to time by the Securities Industry and Financial Markets Association and issued on Wednesday of each week, or if any Wednesday is not a U.S. Government Securities Business Day, the next succeeding U.S. Government Securities Business Day.

If such index is no longer published, the rate for that Reset Date will be determined as if the parties had specified “USD-S&P Index-High Grade” as the applicable Floating Rate Option.

Unless otherwise specified in a relevant Confirmation, if “USD-SIFMA Municipal Swap Index” is specified as the applicable Floating Rate Option:

(A) Reset Date is defined as weekly, every Thursday (or any other day specified by the Securities Industry and Financial Markets Association), or if any Thursday is not a U.S. Government Securities Business Day, the next succeeding U.S. Government Securities Business Day; and

(B) Method of Averaging is Weighted Average.

(xli) “USD-S&P Index-High Grade” means that the rate for a Reset Date will be the level of the “S&P Weekly High Grade Index” (formerly the J.J. Kenny Index) maintained by Standard & Poor’s Securities Evaluations Inc. for the Designated Maturity as published on the day which is one U.S. Government Securities Business Day immediately preceding the Reset Date. If the S&P Weekly High Grade Index is no longer available, the rate for that Reset Date will be the prevailing rate determined by the Calculation Agent in consultation with the other

party for tax-exempt state and local government bonds meeting the then-current Securities Industry and Financial Markets Association criteria.

Unless otherwise specified in a relevant Confirmation, if “USD-S&P Index-High Grade” is specified as the applicable Floating Rate Option:

(A) Reset Date is defined as weekly, on every Thursday, or if any Thursday is not a U.S. Government Securities Business Day, the next succeeding U.S. Government Securities Business Day; and

(B) Method of Averaging is Weighted Average.

**(ac) Spot FX Fixings.**

(i) “REUTERS EBS SPOT FX FIXINGS” means that the spot foreign exchange rate for a Reset Date will be the reference rate for the relevant currency pair which appears on the Reuters Screen FXFIX Page as of 11:00 a.m., London time, on the day that is two London Banking Days prior to that Reset Date. If such rate does not appear on the Reuters Screen FXFIX Page, the rate for that Reset Date will be determined on the basis of quotations provided by leading dealers of the relevant currency pair in the foreign exchange markets at approximately 11:00 a.m., London time, on the day that is two London Banking Days prior to the Reset Date. The Calculation Agent will request each of the five leading dealers to provide a quotation of its rate. If more than three quotations are provided as requested, the rate will be the arithmetic mean of those quotations, after eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If two or three quotations are provided as requested, the rate will be the arithmetic mean of those quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be determined by the Calculation Agent.

**Section 7.2. Certain Published and Displayed Sources.**

**(a) Information Sources.**

(i) “Banco de México’s Website” means the website of the Banco de México at <http://www.banxico.org.mx>, or any Successor Source.

(ii) “Bank of Canada’s Website” means the website of the Bank of Canada at <http://www.bankofcanada.ca>, or any Successor Source.

(iii) “Bloomberg Screen” means, when used in connection with any designated page and any Floating Rate Option, the display page so designated on the Bloomberg service, or any Successor Source.

(iv) “Check Screen” means, when used in connection with any designated page and any Floating Rate Option, the display page so designated by the Korea Securities Computer Corporation, or any Successor Source.

(v) “FHLBSF” means the Federal Home Loan Bank of San Francisco, or its successor.

(vi) “FIMMDA” means the Fixed Income Money Market and Derivatives Association of India, or its successor.

(vii) “FIMMDA’s Website” means the website of FIMMDA at <http://www.fimmda.org>, or any Successor Source.

(viii) “H.15(519)” means the weekly statistical release designated as such published by the Federal Reserve System Board of Governors, or its successor, available through the website of the Board of Governors of the Federal Reserve System at <http://www.federalreserve.gov/releases/h15/update/h15upd.htm>, or any Successor Source.

(ix) “H.15 Daily Update” means the daily update of H.15(519), available through the website of the Board of Governors of the Federal Reserve System at <http://www.federalreserve.gov/releases/h15/update/h15upd.htm>, or any Successor Source.

(x) “ICAP SwapPX Screen” means, when used in connection with any designated page and any Floating Rate Option, the display page so designated on the ICAP Information Services LLC SwapPX service, or any Successor Source.

(xi) “National Stock Exchange of India’s Website” means the website of the National Stock Exchange of India at <http://www.nseindia.com>, or any Successor Source.

(xii) “Reuters Screen” means, when used in connection with any designated page and any Floating Rate Option, the display page so designated on the Reuters service, or any Successor Source.

(xiii) “SAFEX” means the South African Futures Exchange, or its successor.

(xiv) “SwapMarker Screen” means, when used in connection with any designated page and any Floating Rate Option, the display page so designated on the Tullett Prebon Information SwapMarker service, or any Successor Source.

(b) **Successor Source.** “Successor Source” means, in relation to any display page, other published source, information vendor or provider specified in subsection (a) above:

(i) the successor display page, other published source, information vendor or provider that has been officially designated by the sponsor of the original page or source; or

(ii) if the sponsor has not officially designated a successor display page, other published source, service or provider (as the case may be), the successor display page, other published source, service or provider, if any, designated by the relevant information vendor or provider (if different from the sponsor).

### **Section 7.3. Certain General Definitions Relating to Floating Rate Options.**

(a) “Representative Amount” means, for purposes of any Floating Rate Option for which a Representative Amount is relevant, an amount that is representative for a single transaction in the relevant market at the relevant time.

(b) “Designated Maturity” means, in respect of a Swap Transaction or a party, the period of time specified as such in the related Confirmation.

(c) “Reference Banks” means:

(i) for purposes of any “AUD-BBR-BBSW” Floating Rate Option, the financial institutions authorized to quote on the Reuters Screen BBSW Page;

(ii) for purposes of the “AUD-BBR-BBSY (BID)” Floating Rate Option, the financial institutions authorized to quote on the Reuters Screen BBSY Page;

(iii) for purposes of any “CAD-BA” or “CAD-TBILL” Floating Rate Option, four major Canadian Schedule 1 chartered banks;

(iv) for purposes of any “LIBOR” Floating Rate Option, four major banks in the London interbank market;

(v) for purposes of any “CZK-PRIBOR” Floating Rate Option, four major banks in the Prague interbank market;

(vi) for purposes of any “DKK-CIBOR” Floating Rate Option, four major banks in the Copenhagen interbank market;

(vii) for purposes of any “EURIBOR” Floating Rate Option, four major banks in the Euro-zone interbank market;

(viii) for purposes of any “EUR-Annual Swap Rate” Floating Rate Option, five leading swap dealers in the interbank market;

(ix) for purposes of any “HKD-HIBOR” Floating Rate Option, four major banks in the Hong Kong interbank market;

(x) for purposes of any “HUF-BUBOR” Floating Rate Option, the banks designated as Active Interest Rate Listing Banks (as defined in the BUBOR Regulation) by the BUBOR Regulation on the last Budapest Banking Day for which a BUBOR rate was published by the National Bank of Hungary, subject (in the event that fewer than four Active Interest Rate Listing Banks provide quotations for the relevant rate) to substitution of one or more of the banks (as selected by the Calculation Agent) which were designated as Passive Interest Rate Listing Banks (as defined in the BUBOR Regulation) on the last Budapest Banking Day for which a BUBOR rate was published by the National Bank of Hungary;

(xi) for purposes of any “INR” Floating Rate Option, four major banks in the Mumbai interbank market;

(xii) for purposes of any “IDR-SOR” Floating Rate Option, four major banks in the Jakarta interbank market;

(xiii) for purposes of any “ILS” Floating Rate Option, five major banks in the Tel Aviv interbank market;

(xiv) for purposes of any “MYR-KLIBOR” Floating Rate Option, four major banks in the Kuala Lumpur interbank market;

(xv) for purposes of any “MXN-TIIE” Floating Rate Option, the banks designated as Market Makers (Formadores de Mercado) by the Ministry of Finance and Public Credit, as published on the Ministry of Finance and Public Credit’s website at <http://www.shcp.gob.mx>. If fewer than five banks are designated as Market Makers by the Ministry of Finance and Public Credit, the Reference Banks will be those banks so designated as Market Makers and other major banks in the Mexican interbank market as selected by the Calculation Agent. If no banks are so designated by the Ministry of Finance and Public Credit or its website at <http://www.shcp.gob.mx> is unavailable, the Reference Banks will be five major banks in the Mexican interbank market as selected by the Calculation Agent;

(xvi) for purposes of any “NZD-BBR” Floating Rate Option, four major banks in the New Zealand money market;

(xvii) for purposes of any “NOK-NIBOR” Floating Rate Option, four major banks in the Oslo interbank market;

(xviii) for purposes of any “PLN-WIBOR” Floating Rate Option, five major banks in the Warsaw interbank market;

(xix) for purposes of any “SAR-SRIOR” Floating Rate Option, four major banks in the Riyadh interbank market;

(xx) for purposes of any “SIBOR” Floating Rate Option, four major banks in the Singapore interbank market;

(xxi) for purposes of any “SOR” Floating Rate Option, four major banks in the Singapore interbank market;

(xxii) for purposes of any “SKK-BRIBOR” Floating Rate Option, four major banks in the Bratislava interbank market;

(xxiii) for purposes of any “ZAR-JIBAR”, “ZAR-PRIME” or “ZAR-DEPOSIT” Floating Rate Option, four major banks in the Johannesburg interbank market;

(xxiv) for purposes of any “GBP-Semi-Annual Swap Rate” Floating Rate Option, five leading swap dealers in the London interbank market;

(xxv) for purposes of any “STIBOR” Floating Rate Option, four major banks in the Stockholm interbank market;

(xxvi) for purposes of any “CHF-Annual Swap Rate” Floating Rate Option, five leading swap dealers in the interbank market;

(xxvii) for purposes of any “USD-CMS” Floating Rate Option, “USD-ISDA” Floating Rate Option or “USD-ISDAFIX3” Floating Rate Option, five leading swap dealers in the New York City interbank market;

(xxviii) for purposes of any “USD-Prime” Floating Rate Option, three major banks in New York City;

(xxix) for purposes of the “USD-TIBOR-Reference Banks” Floating Rate Option, four major banks in the Tokyo interbank market;

(xxx) for purposes of the “JPY-TIBOR-TIBM (5 Banks)” Floating Rate Option, five major banks in the Tokyo interbank market;

(xxxi) for purposes of any “JPY-TIBOR-TIBM” Floating Rate Option except for the “JPY-TIBOR-TIBM (5 Banks)” Floating Rate Option, ten major banks in the Tokyo interbank market; and

(xxxii) for purposes of any “JPY-TSR” Floating Rate Option and any “JPY-ISDA-Swap Rate” Floating Rate Option, five leading swap dealers in the interbank market;

in each case selected by the Calculation Agent or specified for the Swap Transaction.

(d) “Euro-zone” means the region comprised of member states of the European Union that adopt the euro in accordance with the EC Treaty.

(e) “BUBOR Regulation” means, as of any time, the Regulation of the Hungarian Forex Association regarding Budapest Interbank HUF Loan Interest Rate Fixing Procedures, or any successor regulation then in effect.

(f) “Reference Dealers” means:

(i) for purposes of the “KRW-CD-KSDA-Bloomberg” and the “KRW-CD-3220” Floating Rate Options, five major dealers in negotiable KRW Certificates of Deposit.

(ii) for purposes of the “TWD-Reuters-6165”, the “TWD-TWCPBA” and the “TWD-Reference Dealers” Floating Rate Options, five leading dealers in Secondary Market Bills in Taipei.

(iii) for purposes of any “USD-BA” Floating Rate Option, three leading dealers of U.S. Dollar bankers acceptances in New York City;

(iv) for purposes of any “USD-CD” Floating Rate Option, three leading nonbank dealers in negotiable U.S. Dollar certificates of deposit in New York City;

(v) for purposes of any “USD-CP” Floating Rate Option, three leading dealers of U.S. Dollar commercial paper in New York City;

(vi) for purposes of the “USD-Federal Funds-Reference Dealers” Floating Rate Option, three leading brokers of U.S. Dollar Federal funds transactions in New York City; and

(vii) for purposes of the “USD-TBILL-Secondary Market” Floating Rate Option, three primary United States government securities dealers in New York City;

in each case selected by the Calculation Agent or specified for the Swap Transaction.



(g) “Bond Equivalent Yield” means, in respect of any security with a maturity of six months or less, the rate for which is quoted on a bank discount basis, a yield (expressed as a percentage) calculated in accordance with the following formula:

$$\text{Bond Equivalent Yield} = \frac{D \times N}{360 - (D \times M)} \times 100$$

where:

“D” refers to the per annum rate for the security, quoted on a bank discount basis and expressed as a decimal;

“N” refers to 365 or 366, as the case may be; and

“M” refers to, if the Designated Maturity approximately corresponds to the length of the Calculation Period or Compounding Period for which the Bond Equivalent Yield is being calculated, the actual number of days in that Calculation Period or Compounding Period and, otherwise, the actual number of days in the period from, and including, the applicable Reset Date to, but excluding, the day that numerically corresponds to that Reset Date (or, if there is not any such numerically corresponding day, the last day) in the calendar month that is the number of months corresponding to the Designated Maturity after the month in which that Reset Date occurred.

(h) “Money Market Yield” means, in respect of any security with a maturity of six months or less, the rate for which is quoted on a bank discount basis, a yield (expressed as a percentage) calculated in accordance with the following formula:

$$\text{Money Market Yield} = \frac{D \times 360}{360 - (D \times M)} \times 100$$

where:

“D” refers to the per annum rate for a security, quoted on a bank discount basis and expressed as a decimal; and

“M” refers to, if the Designated Maturity approximately corresponds to the length of the Calculation Period or Compounding Period for which the Money Market Yield is being calculated, the actual number of days in that Calculation Period or Compounding Period and, otherwise, the actual number of days in the period from, and including, the applicable Reset Date to, but excluding, the day that numerically corresponds to that Reset Date (or, if there is not any such numerically corresponding day, the last day) in the calendar month that is the number of months corresponding to the Designated Maturity after the month in which that Reset Date occurred.

**Section 7.4. Price Source Conversion.** For purposes of the calculation of a Floating Amount payable by a party, if a Successor Price Source and a Successor Price Source Effective Date are specified in respect of a Swap Transaction, then, for any Reset Date falling on or after the Successor Price Source Effective Date, the Relevant Rate for that Reset Date will be determined as if the parties had specified the Successor Price Source as the applicable Floating Rate Option.

### **Section 7.5. Certain Definitions Relating to Price Source Conversion.**

(a) **Successor Price Source.** “Successor Price Source” means, in respect of a Swap Transaction and the calculation of a Floating Amount, the Floating Rate Option specified as such in the related Confirmation or other document governing the Swap Transaction.

(b) **Successor Price Source Effective Date.** “Successor Price Source Effective Date” means, in respect of a Swap Transaction, the date specified as such or otherwise determined as provided in the related Confirmation or other document governing the Swap Transaction.

**Section 7.6. Corrections to Published and Displayed Rates.** For purposes of determining the Relevant Rate for any day:

(a) in any case where the Relevant Rate for a day is based on information obtained from the Reuters Screen, Bloomberg Screen, Check Screen, ICAP SwapPX Screen or SwapMarker Screen, that Relevant Rate will be subject to the corrections, if any, to that information subsequently displayed by that source within one hour of the time when such rate is first displayed by such source;

(b) in any case where the Relevant Rate for a day is based on information obtained from H.15(519) or H.15 Daily Update, that Relevant Rate will be subject to the corrections, if any, to that information subsequently published by that source within 30 days of that day; and

(c) in the event that a party to any Swap Transaction notifies the other party to the Swap Transaction of any correction referred to in subsections (a) or (b) above no later than 15 days after the expiration of the period referred to in such subsection, an appropriate amount will be payable as a result of such correction (whether such correction is made or such notice is given before or after the Termination Date of the Swap Transaction), together with interest on that amount at a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant party (as certified by it) of funding that amount for the period from, and including, the day on which, based on such correction, a payment in the incorrect amount was first made to, but excluding, the day of payment of the refund or payment resulting from such correction.

## **ARTICLE 8**

### **ROUNDING; INTERPOLATION; DISCOUNTING**

**Section 8.1. Rounding.** For purposes of any calculations referred to in these 2006 Definitions (unless otherwise specified), (a) all percentages resulting from such calculations other than those determined through the use of interpolation by reference to two rates based on a Floating Rate Option will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (*e.g.*, 9.876541% (or .09876541) being rounded down to 9.87654% (or .0987654) and 9.876545% (or .09876545) being rounded up to 9.87655% (or .0987655)), (b) all percentages determined through the use of interpolation by reference to two rates based on a Floating Rate Option will be rounded, if necessary, in accordance with the method set forth in subsection (a) above, but to the same degree of accuracy as the two rates used to make the determination (except that such percentages will not be rounded to a lower degree of accuracy than the nearest one thousandth of a percentage point (0.001%)) and (c) all currency amounts used in or resulting from such calculations will be rounded in the manner indicated for each of the currencies set forth in Section 8.2 (Rounding of Currency Amounts), and to the nearest two decimal places in the relevant currency (with .005 being rounded upwards (*e.g.*, .674 being rounded down to .67

and .675 being rounded up to .68)) if the currency is other than those currencies set forth in Section 8.2 (Rounding of Currency Amounts).

**Section 8.2. Rounding of Currency Amounts.** For purposes of Section 8.1 (Rounding), currency amounts in the following currencies will be rounded in the manner indicated below:

<u>Currency</u>	<u>Rounding</u>
Chilean Peso	Round to the nearest whole Chilean Peso (with one half Chilean Peso being rounded up)
Hungarian Forint	Round to the nearest whole Hungarian Forint (with one half Hungarian Forint being rounded up)
Japanese Yen	Round down to the next lower whole Japanese Yen
Korean Won	Round down to the next lower whole Korean Won

**Section 8.3. Interpolation.** In respect of any Calculation Period to which “Linear Interpolation” is specified to be applicable, the Relevant Rate for the Reset Date in respect of that Calculation Period or any Compounding Period included in that Calculation Period shall be determined through the use of straight-line interpolation by reference to two rates based on the relevant Floating Rate Option, one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the Calculation Period or Compounding Period (or any alternative Designated Maturity agreed to by the parties) and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the Calculation Period or Compounding Period (or any alternative Designated Maturity agreed to by the parties).

**Section 8.4. Discounting.**

(a) In respect of any Swap Transaction to which “Discounting” is specified to be applicable, a discounted Fixed Amount or Floating Amount for any Calculation Period not longer than one year shall be calculated by dividing the Fixed Amount or the Floating Amount, as the case may be, for that Calculation Period by an amount equal to:

$$1 + \left\{ \frac{\text{Discount Rate} \times \text{Day Count}}{\text{Fraction}} \right\}$$

(b) In respect of any Swap Transaction to which “FRA Discounting” is specified to be applicable, an FRA Amount in respect of any Calculation Period not longer than one year shall be calculated, instead of calculating a Fixed Amount and a Floating Amount for that Calculation Period, in accordance with the following formula:

$$\text{FRA Amount} = \frac{\text{Calculation Amount} \times \left\{ \begin{array}{l} (\text{Floating Rate} + \text{Spread}) \\ - \text{Fixed Rate} \end{array} \right\} \times \frac{\text{Day Count}}{\text{Fraction}}}{1 + \left\{ \frac{\text{Discount Rate} \times \text{Day Count}}{\text{Fraction}} \right\}}$$

If the FRA Amount calculated in accordance with this Section 8.4(b) for any Calculation Period is positive, the Floating Rate Payer shall pay to the Fixed Rate Payer the FRA Amount on the Payment Date in respect of that Calculation Period and the Fixed Rate Payer shall not be obligated to pay any FRA Amount in respect of that Calculation Period. If the FRA Amount calculated in accordance with this Section 8.4(b) for any Calculation Period is negative, the Fixed Rate Payer shall pay to the Floating Rate Payer the absolute value of the FRA Amount on the Payment Date in respect of that Calculation Period and the Floating Rate Payer shall not be obligated to pay any FRA Amount in respect of that Calculation Period.

(c) “Discount Rate” means (i) if a rate is specified as such in the Confirmation, the rate so specified, expressed as a decimal, (ii) if a Discount Rate is not specified and “Discounting” is specified to be applicable to the Swap Transaction, the Fixed Rate or Floating Rate used to calculate the amount being discounted or (iii) if a Discount Rate is not specified and “FRA Discounting” is specified to be applicable to the Swap Transaction, the Floating Rate for that Calculation Period plus the Spread.

(d) “Discount Rate Day Count Fraction” means (i) if a Discount Rate Day Count Fraction is specified as such in the Confirmation, the Day Count Fraction so specified, (ii) if a Discount Rate Day Count Fraction is not specified and “Discounting” is specified to be applicable to the Swap Transaction, the Day Count Fraction used to calculate the amount being discounted or (iii) if a Discount Rate Day Count Fraction is not specified and “FRA Discounting” is specified to be applicable to the Swap Transaction, the Floating Rate Day Count Fraction.

(e) In respect of any Swap Transaction to which “FRA Yield Discounting” is specified to be applicable or is deemed to be applicable, an FRA Amount in respect of any Calculation Period not longer than one year shall be calculated in accordance with the following formula:

$$\text{FRA Amount} = \text{Calculation Amount} \times 365 \times \left\{ \frac{1}{365 + (R_1 \times \text{ND})} - \frac{1}{365 + (R_2 \times \text{ND})} \right\}$$

where:

“R<sub>1</sub>” is (i) if the Swap Transaction is a forward rate transaction, the sum of the Floating Rate and the Spread on the Payment Date, expressed as a decimal and (ii) if the relevant

Confirmation specifies a Cap Rate or a Floor Rate, the sum of the rate determined pursuant to Section 6.2(a)(iii) in relation to such Cap Rate or Floor Rate and the Spread on the Payment Date, expressed as a decimal;

“R<sub>2</sub>” is (i) if the Swap Transaction is a forward rate transaction, the Fixed Rate, expressed as a decimal and (ii) if the relevant Confirmation specifies a Cap Rate or a Floor Rate, such Cap Rate or Floor Rate, expressed as a decimal; and

“ND” is the actual number of days in the Calculation Period.

If the FRA Amount calculated in accordance with this Section 8.4(e) for any Calculation Period is:

(i) positive and the Swap Transaction is a forward rate transaction, the Fixed Rate Payer shall pay to the Floating Rate Payer the FRA Amount instead of the Fixed Amount on the Payment Date in respect of that Calculation Period and the Floating Rate Payer’s obligation to pay any Floating Amount in respect of that Calculation Period will be automatically satisfied and discharged;

(ii) negative and the Swap Transaction is a forward rate transaction, the Floating Rate Payer shall pay to the Fixed Rate Payer the absolute value of the FRA Amount instead of the Floating Amount on the Payment Date in respect of that Calculation Period and the Fixed Rate Payer’s obligation to pay any Fixed Amount in respect of that Calculation Period will be automatically satisfied and discharged;

(iii) positive and the relevant Confirmation specifies a Floor Rate, the Floating Rate Payer shall pay to the Fixed Rate Payer the FRA Amount instead of the Floating Amount on the Payment Date in respect of that Calculation Period; or

(iv) negative and the relevant Confirmation specifies a Cap Rate, the Floating Rate Payer shall pay to the Fixed Rate Payer the absolute value of the FRA Amount instead of the Floating Amount on the Payment Date in respect of that Calculation Period.

Unless otherwise specified in the related Confirmation, “FRA Yield Discounting” will be deemed to apply to a Swap Transaction which is identified in the related Confirmation as an AUD forward rate transaction, AUD interest rate cap transaction, AUD interest rate floor transaction, AUD interest rate collar transaction, NZD forward rate transaction, NZD interest rate cap transaction, NZD interest rate floor transaction or NZD interest rate collar transaction.

## ARTICLE 9

### PAYMENTS

**Section 9.1. Relating Payments to Calculation Periods.** Unless otherwise provided for a Swap Transaction or a party, (a) where the Fixed Amount or Floating Amount is calculated by reference to a Calculation Period, the Fixed Amount or Floating Amount applicable to a Payment Date will be the Fixed Amount or Floating Amount calculated with reference to the Calculation Period ending on, but excluding, the Period End Date that is (or is closest in time to) that Payment Date or, in the case of the final Calculation Period, ending on, but excluding, the Termination Date and (b) a Discounted Amount applicable to a Payment Date will be the Discounted Amount calculated with reference to the Calculation Period commencing on, and including, the Period End Date that is (or is closest in time to) that Payment Date or, in the case of the initial Calculation Period, commencing on, and including, the Effective Date.

## ARTICLE 10

### MARK-TO-MARKET CURRENCY SWAPS

**Section 10.1. Mark-to-market Currency Swap.** “Mark-to-market Currency Swap” means a Swap Transaction involving two currencies that is identified in the related Confirmation as a Mark-to-market Currency Swap and pursuant to which (a) the Currency Amount in respect of one party is subject to adjustment during the Term of the Swap Transaction and the Currency Amount in respect of the other party remains constant and (b) in addition to any amounts otherwise payable on a Payment Date relating to a Calculation Period, an MTM Amount (if any) will, subject to any other applicable provisions, be payable between the parties on such Payment Date.

#### **Section 10.2. General Terms Relating to Mark-to-market Currency Swaps.**

(a) **Variable Currency Payer.** “Variable Currency Payer” means, in respect of a Mark-to-market Currency Swap, a party obligated to make payments from time to time during the Term of the Mark-to-market Currency Swap of amounts calculated by reference to a Variable Currency Amount.

(b) **Constant Currency Payer.** “Constant Currency Payer” means, in respect of a Mark-to-market Currency Swap, a party obligated to make payments from time to time during the Term of the Mark-to-market Currency Swap of amounts calculated by reference to a Constant Currency Amount.

(c) **Variable Currency Amount.** “Variable Currency Amount” means, in respect of any Calculation Period for a Mark-to-market Currency Swap, the Currency Amount in respect of the Variable Currency Payer, which, notwithstanding the provisions of Section 4.6, will be:

(i) for the first Calculation Period, the Currency Amount specified in respect of the Variable Currency Payer in the related Confirmation or, if such a Currency Amount is not specified, an amount equal to the Constant Currency Amount expressed in the Variable Currency by reference to the Currency Exchange Rate for such Calculation Period; and

(ii) for each subsequent Calculation Period, an amount equal to the Constant Currency Amount expressed in the Variable Currency by reference to the Currency Exchange Rate for such Calculation Period.

(d) **Constant Currency Amount.** “Constant Currency Amount” means, in respect of any Calculation Period for a Mark-to-market Currency Swap, the Currency Amount specified in respect of the Constant Currency Payer in the related Confirmation.

(e) **Constant Currency.** “Constant Currency” means, in respect of a Mark-to-market Currency Swap, the currency in which the Constant Currency Amount is denominated.

(f) **Variable Currency.** “Variable Currency” means, in respect of a Mark-to-market Currency Swap, the currency in which the Variable Currency Amount is denominated.

(g) **Currency Exchange Rate.** “Currency Exchange Rate” means, in respect of a Mark-to-market Currency Swap and any Calculation Period, a rate of exchange between the Constant Currency and the Variable Currency which will be:



(i) if a method for determining the Currency Exchange Rate is specified in the related Confirmation, the rate determined pursuant to that method; and

(ii) if a method for determining the Currency Exchange Rate is not specified in the related Confirmation and the ISDA MTM Matrix applies to the relevant Mark-to-market Currency Swap, the rate (expressed in the manner specified under the heading “Rate” in the ISDA MTM Matrix for the relevant “Currency Pair”) which appears on the “Source Page” specified in the ISDA MTM Matrix for the “Currency Pair” comprising the Constant Currency and the Variable Currency as at the specified “Fixing Time” on the “Fixing Date” for the relevant Calculation Period. If such rate does not appear on the relevant “Source Page” and the parties are unable to agree an alternative rate by the “Cut Off Time” specified in the ISDA MTM Matrix, the Currency Exchange Rate will be a rate equivalent to the relevant rate described in the ISDA MTM Matrix under the heading “Rate” as determined by the Calculation Agent at the applicable “Cut Off Time” on the applicable “Fixing Date”, or as close to such time as is reasonably practicable.

**Section 10.3. Application of ISDA MTM Matrix.** Unless otherwise specified in the related Confirmation for a Mark-to-market Currency Swap, the ISDA MTM Matrix, as amended and supplemented through the Trade Date of the relevant Mark-to-market Currency Swap, will apply in respect of a Mark-to-market Currency Swap that involves two currencies specified as a “Currency Pair” in the ISDA MTM Matrix as of the Trade Date.

If the ISDA MTM Matrix applies in respect of a Mark-to-market Currency Swap, the relevant elections specified in the ISDA MTM Matrix as of the Trade Date will, except to the extent that those elections are inconsistent with terms specified in the related Confirmation, be deemed to apply to that Mark-to-market Currency Swap.

**Section 10.4. ISDA MTM Matrix.** “ISDA MTM Matrix” means the “2006 ISDA Definitions MTM Matrix for Mark-to-market Currency Swaps” or its successor, as amended and supplemented from time to time and published by ISDA on its website at <http://www.isda.org>.

**Section 10.5. MTM Amount.** “MTM Amount” means, in respect of a Calculation Period, an amount, if any, equal to (i) the Variable Currency Amount for such Calculation Period minus (ii) the Variable Currency Amount for the immediately preceding Calculation Period.

If the MTM Amount is positive, the Constant Currency Payer will pay such amount to the Variable Currency Payer. If the MTM Amount is negative, the Variable Currency Payer will pay the absolute value of that amount to the Constant Currency Payer.

## ARTICLE 11

### OPTION TRANSACTION; SWAPTION; SWAPTION STRADDLE

**Section 11.1. Option Transaction.** “Option Transaction” means (a) a Swap Transaction that is a Swaption, (b) a Swap Transaction to which Optional Early Termination is specified to be applicable and (c) any other transaction identified as an Option Transaction in the related Confirmation.

**Section 11.2. Swaption.** “Swaption” means a Swap Transaction that is identified in the related Confirmation as a Swaption and pursuant to which Seller grants to Buyer certain rights as described in Section 12.1(a)(i).

**Section 11.3. Swaption Straddle.** “Swaption Straddle” means a Swap Transaction that is identified in the related Confirmation or Confirmations as a Swaption Straddle or Straddle and which comprises two Swaptions, one in respect of an Underlying Swap Transaction that is an Underlying Payer Swap and one in respect of an Underlying Swap Transaction that is an Underlying Receiver Swap.

## ARTICLE 12

### CERTAIN DEFINITIONS AND PROVISIONS RELATING TO OPTION TRANSACTIONS

#### Section 12.1. Parties.

(a) **Seller.** “Seller” means:

(i) in respect of a Swaption, the party specified as such or as writer in the related Confirmation, which party grants to Buyer, upon the exercise or deemed exercise of the Swaption pursuant to the provisions of Article 13 of these 2006 Definitions, (A) if Cash Settlement is applicable, the right to cause Seller to pay to Buyer the Cash Settlement Amount, if any, on the relevant Cash Settlement Payment Date and (B) if Physical Settlement is applicable, the right to cause the Underlying Swap Transaction to become effective;

(ii) in respect of a Swap Transaction to which Optional Early Termination is applicable, (A) the party specified as such or as writer in the related Confirmation or (B) if neither party is specified as such or as writer in the related Confirmation, the Non-exercising Party, which party grants to Buyer or the Exercising Party, as the case may be, the right, upon exercise pursuant to the provisions of Article 13 of these 2006 Definitions, to terminate the Swap Transaction, in whole or in part, in accordance with the provisions of Article 16 of these 2006 Definitions; and

(iii) in respect of any other Option Transaction, the party specified as such or as writer in the related Confirmation.

(b) **Buyer.** “Buyer” means:

(i) in respect of a Swaption, the party specified as such in the related Confirmation, which party will, on each Premium Payment Date, pay to Seller the Premium, if any, in respect of that Premium Payment Date;

(ii) in respect of a Swap Transaction to which Optional Early Termination is applicable, (A) the party specified as such in the related Confirmation or (B) if neither party is specified as such in the related Confirmation, the Exercising Party; and

(iii) in respect of any other Option Transaction, the party specified as such in the related Confirmation.

(c) **Seller’s Agent.** “Seller’s Agent” means the agent, if any, designated by Seller in a Confirmation for purposes of receiving notice of exercise.

(d) **Exercising Party.** “Exercising Party” means the party that gives notice of exercise pursuant to the provisions of Section 13.2 (Procedure for Exercise).

(e) **Non-exercising Party.** “Non-exercising Party” means the party that is given notice of exercise pursuant to the provisions of Section 13.2 (Procedure for Exercise).

#### **Section 12.2. Option Style.**

(a) **American.** “American” means a style of Option Transaction pursuant to which the right or rights granted are exercisable during an Exercise Period that consists of a period of days.

(b) **Bermuda.** “Bermuda” means a style of Option Transaction pursuant to which the right or rights granted are exercisable only during an Exercise Period which consists of a number of specified dates.

(c) **European.** “European” means a style of Option Transaction pursuant to which the right or rights granted are exercisable only on the Expiration Date.

#### **Section 12.3. Terms Relating to Premium.**

(a) **Premium.** “Premium” means, in respect of an Option Transaction and in respect of a Premium Payment Date, the amount, if any, that is specified as such in the related Confirmation (or determined pursuant to a method specified for such purpose) and, subject to any other applicable provisions, is payable by Buyer to Seller on the Premium Payment Date or on each Premium Payment Date if more than one is specified.

(b) **Premium Payment Date.** “Premium Payment Date” means, in respect of an Option Transaction, one or more dates specified as such in the related Confirmation (or determined pursuant to a method specified for such purpose), subject to adjustment in accordance with the Following Business Day Convention unless otherwise specified in the related Confirmation.

**Section 12.4. Exercise Business Day.** “Exercise Business Day” means any day which is a Banking Day in the place(s) specified for that purpose in the relevant Confirmation and, if place(s) are not so specified, a day which is:

(a) a Banking Day in respect of the financial center indicated for the currency which is the Cash Settlement Currency in Section 1.5 (Financial Centers);

(b) a TARGET Settlement Day, if the Cash Settlement Currency is the euro; or

(c) a Banking Day in respect of the principal financial center for the currency which is the Cash Settlement Currency, if that currency is other than those currencies specified in Section 1.7 (Currencies).

#### **Section 12.5. Notional Amount for Option Transactions.**

(a) “Notional Amount” means, in respect of an Option Transaction:

(i) if the Underlying Swap Transaction or the Swap Transaction, as appropriate, involves one currency, the Notional Amount of the Underlying Swap Transaction or the Swap Transaction, as appropriate; or

(ii) if the Underlying Swap Transaction or the Swap Transaction, as appropriate, involves more than one currency, the Currency Amount in respect of Buyer.

(b) In the event that, pursuant to the terms of an Option Transaction, the Notional Amount of an Underlying Swap Transaction or Swap Transaction is deemed to be reduced, either for purposes of exercise or for calculating future payments under the Swap Transaction, any reduction in the Currency Amount of one party to the Underlying Swap Transaction or Swap Transaction will result in an immediate and proportionate reduction in the Currency Amount of the other party.

## ARTICLE 13

### EXERCISE OF OPTIONS

#### Section 13.1. General Terms Relating to Exercise.

(a) **Exercise Period.** “Exercise Period” means (i) in respect of a European style Option Transaction, the Expiration Date from, and including, the Earliest Exercise Time to, and including, the Expiration Time, (ii) in respect of a Bermuda style Option Transaction, each Bermuda Option Exercise Date and the Expiration Date from, and including, the Earliest Exercise Time to, and including, the Latest Exercise Time and (iii) in respect of an American style Option Transaction, all days which are Exercise Business Days from, and including, the Commencement Date to, and including, the Expiration Date from, and including, the Earliest Exercise Time to, and including, the Latest Exercise Time.

(b) **Exercise Date.** “Exercise Date” means, in respect of each exercise or deemed exercise of rights under an Option Transaction, the day during the Exercise Period on which that exercise or deemed exercise occurs.

(c) **Bermuda Option Exercise Date.** “Bermuda Option Exercise Date” means, in respect of a Bermuda style Option Transaction, each date specified as such in the related Confirmation or, if that date is not an Exercise Business Day, the next following day that is an Exercise Business Day.

(d) **Earliest Exercise Time.** “Earliest Exercise Time” means, in respect of an Option Transaction, the time specified as such in the related Confirmation.

(e) **Latest Exercise Time.** “Latest Exercise Time” means, in respect of an Option Transaction, (i) on any day in the Exercise Period other than the Expiration Date, the time specified as such in the related Confirmation and (ii) if such a time is not specified and, in any event, on the Expiration Date, the Expiration Time.

(f) **Expiration Time.** “Expiration Time” means, in respect of an Option Transaction, the time specified as such in the related Confirmation.

(g) **Commencement Date.** “Commencement Date” means, in respect of an American style Option Transaction, the date specified as such in the related Confirmation (or determined pursuant to a method specified for such purpose) or, if such a date is not specified, the first Premium Payment Date.

(h) **Expiration Date.** “Expiration Date” means, in respect of an Option Transaction, the date specified as such in the related Confirmation (or determined pursuant to a method specified for such purpose) or, if that date is not an Exercise Business Day, the next following day that is an Exercise Business Day.

(i) **Threshold.** “Threshold” means the percentage, if any, specified as such in the related Confirmation (or determined pursuant to a method specified for such purpose).

(j) **Interest Rate Swap.** “Interest Rate Swap” means a transaction pursuant to which one party is required to make periodic payments of a fixed amount (or an amount calculated by applying a fixed rate to a non-amortizing notional amount) and the other party is required to make periodic payments of amounts in the same currency calculated by applying a floating rate to a non-amortizing notional amount.

**Section 13.2. Procedure for Exercise.** Except when rights granted pursuant to an Option Transaction are deemed to be exercised pursuant to the provisions of Section 13.7 (Automatic Exercise) or Section 13.8 (Fallback Exercise), Buyer must give notice (which may be given orally, including by telephone, unless the parties specify otherwise in the related Confirmation) during the Exercise Period to Seller or, if designated in the relevant Confirmation, Seller’s Agent, of its exercise of such rights in accordance with the contact details, if any, specified in the related Confirmation, and that notice will be deemed to be irrevocable. If notice of exercise in respect of an American style Option Transaction is given after the Latest Exercise Time on any day in an Exercise Period, then that notice will be deemed given on the next following day, if any, in that Exercise Period. If notice of exercise in respect of a European style Option Transaction or Bermuda style Option Transaction is given after the Latest Exercise Time on any day in an Exercise Period (or, in respect of any Option Transaction, after the Expiration Time), then that notice of exercise will be deemed to be ineffective. If, in respect of any Option Transaction, notice of exercise is given before the Earliest Exercise Time on any day in the Exercise Period, then that notice will be deemed given at the Earliest Exercise Time on that day. In the case of an Option Transaction to which Partial Exercise or Multiple Exercise is applicable, Buyer must specify in the notice the Notional Amount of the Underlying Swap Transaction or Swap Transaction in respect of which the Option Transaction is being exercised on the relevant Exercise Date. In the case of a Swaption that forms part of a Swaption Straddle, Buyer must specify in the notice whether it is exercising the Swaption in respect of the Underlying Payer Swap or the Swaption in respect of the Underlying Receiver Swap. Unless the parties specify otherwise in the related Confirmation, Buyer will execute and deliver to Seller or, if designated in the relevant Confirmation, Seller’s Agent, a written confirmation confirming the substance of any telephonic notice within one Exercise Business Day of that notice. Failure to provide that written confirmation will not affect the validity of the telephonic notice.

**Section 13.3. Partial Exercise.** If “Partial Exercise” is specified to be applicable to a European style Option Transaction, Buyer may exercise all or less than all the Notional Amount of the Underlying Swap Transaction or Swap Transaction on the Expiration Date, but may not exercise less than the Minimum Notional Amount, and, if an amount is specified as the “Integral Multiple” in the related Confirmation, the Notional Amount exercised must be equal to, or be an integral multiple of, the amount so specified. Any attempt to exercise (i) less than the Minimum Notional Amount will be ineffective and (ii) a Notional Amount not equal to, or an integral multiple of, the Integral Multiple will be deemed to be an exercise of a Notional Amount equal to the next lower integral multiple of the Integral Multiple (the Notional Amount of the Underlying Swap Transaction or Swap Transaction exceeding that amount being deemed to remain unexercised).

**Section 13.4. Multiple Exercise.** If “Multiple Exercise” is specified to be applicable to an American style Option Transaction or a Bermuda style Option Transaction, Buyer may exercise all or less than all the unexercised Notional Amount of the Underlying Swap Transaction or Swap Transaction on one or more days in the Exercise Period, but (except as set forth below) on any such day may not exercise less than the Minimum Notional Amount or more than the Maximum Notional Amount and, if an amount is specified as the “Integral Multiple” in the related Confirmation, the Notional Amount exercised must be equal to, or be an integral multiple of, the amount so specified. Except as set forth below, any attempt to exercise on any day in the Exercise Period (i) more than the Maximum Notional Amount will be deemed to be an exercise of the Maximum Notional Amount (the Notional Amount of the Underlying Swap

Transaction or Swap Transaction exceeding the Maximum Notional Amount being deemed to remain unexercised), (ii) less than the Minimum Notional Amount will be ineffective and (iii) a Notional Amount not equal to or an integral multiple of the Integral Multiple will be deemed to be an exercise of a Notional Amount equal to the next lower integral multiple of the Integral Multiple (the Notional Amount of the Underlying Swap Transaction or Swap Transaction exceeding that amount being deemed to remain unexercised). Notwithstanding the foregoing, on any day in the Exercise Period other than the Expiration Date Buyer may exercise any Notional Amount of the Underlying Swap Transaction or Swap Transaction that does not exceed the Maximum Notional Amount if it exercises all the Notional Amount of the Underlying Swap Transaction or Swap Transaction remaining unexercised. On the Expiration Date, Buyer may exercise the entire Notional Amount of the Underlying Swap Transaction or Swap Transaction remaining unexercised.

**Section 13.5. Minimum Notional Amount.** “Minimum Notional Amount” means, in respect of an Option Transaction to which Multiple Exercise or Partial Exercise is applicable, the amount, if any, specified as such in the related Confirmation.

**Section 13.6. Maximum Notional Amount.** “Maximum Notional Amount” means, in respect of an Option Transaction to which Multiple Exercise is applicable, the amount, if any, specified as such in the related Confirmation.

**Section 13.7. Automatic Exercise.** If “Automatic Exercise” is specified to be applicable to a Swaption, then the Notional Amount of the Underlying Swap Transaction not previously exercised under that Swaption will be deemed to be exercised at the Expiration Time on the Expiration Date if at such time Buyer is in-the-money, unless:

(a) at such time the difference between the Settlement Rate and the Fixed Rate under the Relevant Swap Transaction is less than any applicable Threshold; or

(b) prior to such time Buyer notifies Seller or, if applicable, Seller’s Agent (orally, including by telephone, or in writing) that it does not wish Automatic Exercise to apply.

If either party believes that exercise pursuant to the provisions of this Section 13.7 has occurred, it will immediately notify the other party. Failure to provide that notification will not affect the validity of such exercise.

**Section 13.8. Fallback Exercise.** If “Automatic Exercise” is not specified to be applicable, “Fallback Exercise” will be deemed to apply to any Swaption in respect of which the Underlying Swap Transaction is an Interest Rate Swap. If Fallback Exercise is applicable to a Swaption, then the Notional Amount of the Underlying Swap Transaction not previously exercised under that Swaption will be deemed to be exercised at the Expiration Time on the Expiration Date if at such time Buyer is in-the-money, unless:

(a) at such time the difference between the Settlement Rate and the Fixed Rate under the Relevant Swap Transaction is less than one tenth of a percentage point (0.10% or .001); or

(b) prior to such time Buyer notifies Seller or, if applicable, Seller’s Agent (orally, including by telephone, or in writing) that it does not wish Fallback Exercise to apply.

If either party believes that exercise pursuant to the provisions of this Section 13.8 has occurred, it will immediately notify the other party. Failure to provide that notification will not affect the validity of such exercise.



**Section 13.9. Settlement Rate on Automatic Exercise or Fallback Exercise.** For purposes of Section 13.7 (Automatic Exercise) and Section 13.8 (Fallback Exercise) and determining whether Buyer is in-the-money, and for purposes of Section 18.2(f) (Settlement Rate) where a Swaption is deemed to be exercised pursuant to the provisions of Section 13.7 (Automatic Exercise) or Section 13.8 (Fallback Exercise), the Settlement Rate will be:

(a) if the ISDA Settlement Matrix applies and an applicable Settlement Rate is specified in the ISDA Settlement Matrix, the par swap rate for swaps in the currency in which the Relevant Swap Transaction is denominated for a period equivalent to the remaining Term of the Relevant Swap Transaction which appears in the price source specified in the ISDA Settlement Matrix as of the Expiration Time on the Expiration Date; or

(b) if (i) the ISDA Settlement Matrix applies but either an applicable Settlement Rate is not specified in the ISDA Settlement Matrix or such rate does not appear in the price source specified in the ISDA Settlement Matrix or (ii) the ISDA Settlement Matrix does not apply, the par swap rate for swaps in the currency in which the Relevant Swap Transaction is denominated for a period equivalent to the remaining Term of the Relevant Swap Transaction which appears on the relevant ISDAFIX Page as of the Expiration Time on the Expiration Date; or

(c) if such rate does not appear on the relevant ISDAFIX Page or an ISDAFIX page is not available for such currency, the rate determined by Seller on the basis of the par swap rates quoted by the Cash Settlement Reference Banks (which, if Physical Settlement is specified to be applicable or if institutions are not specified in the related Confirmation, will be five leading dealers selected by Seller in good faith) using the relevant Quotation Rate (or, if Physical Settlement is specified to be applicable or if a Quotation Rate is not specified in the related Confirmation, using “mid” as the relevant Quotation Rate), as of the Expiration Time on the Expiration Date (if possible) or for the Expiration Date, for swaps in the currency in which the Relevant Swap Transaction is denominated for a period equivalent to the remaining Term of the Relevant Swap Transaction and with dealers in the relevant market of the highest credit standing which satisfy all the credit criteria which such Cash Settlement Reference Banks apply generally at the time in deciding whether to offer or make an extension of credit. If five quotations are provided as requested, the Settlement Rate will be calculated by eliminating the highest and lowest rates and taking the arithmetic mean of the remaining rates. If at least three, but fewer than five, quotations are provided, the Settlement Rate will be the arithmetic mean of the quotations. If fewer than three quotations are provided as requested, the Settlement Rate will be determined by Seller in good faith and in a commercially reasonable manner.

**Section 13.10. Exercise of Swaption Straddles.**

(a) **European style.** In the case of a European style Swaption Straddle, on the Expiration Date Buyer may exercise either the Swaption in respect of the Underlying Payer Swap or the Swaption in respect of the Underlying Receiver Swap. If, on the Expiration Date, Buyer exercises one of these Swaptions or one of these Swaptions is deemed to be exercised pursuant to the provisions of Section 13.7 (Automatic Exercise) or Section 13.8 (Fallback Exercise), the other Swaption will expire unexercised.

(b) **American style or Bermuda style.** In the case of an American style or Bermuda style Swaption Straddle, if, on any day in the Exercise Period other than the Expiration Date, Buyer exercises either the Swaption in respect of the Underlying Payer Swap or the Swaption in respect of the Underlying Receiver Swap, Buyer may exercise the other Swaption on a subsequent day in the Exercise Period. If neither Swaption has been exercised or deemed to have been exercised prior to the Expiration Date and, on the Expiration Date, Buyer exercises one of the Swaptions or one of the Swaptions is deemed to be

exercised pursuant to the provisions of Section 13.7 (Automatic Exercise) or Section 13.8 (Fallback Exercise), the other Swaption will expire unexercised.

## ARTICLE 14

### GENERAL TERMS AND PROVISIONS RELATING TO SETTLEMENT OF SWAPTIONS

#### Section 14.1. Certain Definitions Relating to Settlement of Swaptions

(a) **Cash Settlement.** If “Cash” or “Cash Settlement” is specified for a Swaption in the related Confirmation, it means that “Cash Settlement” is applicable to the Swaption and that Seller grants to Buyer pursuant to the Swaption the right to cause Seller to pay Buyer the Cash Settlement Amount, if any, on the Cash Settlement Payment Date in accordance with the provisions of Article 18 of these 2006 Definitions.

(b) **Physical Settlement.** If “Physical” or “Physical Settlement” is specified for a Swaption in the related Confirmation, it means that “Physical Settlement” is applicable to the Swaption and that Seller grants to Buyer pursuant to the Swaption the right to cause the Underlying Swap Transaction (which in the case of a Swaption forming part of a Swaption Straddle will be either an Underlying Payer Swap or an Underlying Receiver Swap) to become effective in accordance with the provisions of Article 15 of these 2006 Definitions.

(c) **Underlying Swap Transaction.** “Underlying Swap Transaction” means, in respect of a Swaption, a Swap Transaction (which in the case of a Swaption forming part of a Swaption Straddle will be either an Underlying Payer Swap or an Underlying Receiver Swap), the terms of which are identified in the related Confirmation.

(d) **Underlying Payer Swap.** “Underlying Payer Swap” means, in respect of a Swaption Straddle, a Swap Transaction in respect of which Buyer is the Fixed Rate Payer.

(e) **Underlying Receiver Swap.** “Underlying Receiver Swap” means, in respect of a Swaption Straddle, a Swap Transaction in respect of which Buyer is the Floating Rate Payer.

## ARTICLE 15

### PHYSICAL SETTLEMENT OF SWAPTIONS

**Section 15.1. Physical Settlement.** In respect of each Exercise Date under a Swaption to which Physical Settlement is applicable, subject to any other applicable provisions, the Underlying Swap Transaction (which in the case of a Swaption forming part of a Swaption Straddle will be either an Underlying Payer Swap or an Underlying Receiver Swap) will become effective and the Notional Amount of the Underlying Swap Transaction will (subject to the provisions of Section 13.3 (Partial Exercise), if Partial Exercise is applicable, or Section 13.4 (Multiple Exercise), if Multiple Exercise is applicable) be equal to the Notional Amount specified in the relevant notice of exercise.

## ARTICLE 16

### OPTIONAL EARLY TERMINATION

#### Section 16.1. Optional Early Termination.

(a) In respect of each Exercise Date under a Swap Transaction to which “Optional Early Termination” is specified to be applicable and to which “Cash Settlement” is applicable:

(i) the party which is out-of-the-money will pay to the party which is in-the-money, subject to any other applicable provisions, the Cash Settlement Amount, determined in accordance with the provisions of Article 18 of these 2006 Definitions, on the Cash Settlement Payment Date; and

(ii) with effect from the Optional Early Termination Date, the Notional Amount in respect of the Swap Transaction will be reduced by an amount equal to the Notional Amount of the Swap Transaction exercised on that Exercise Date. The Notional Amount as reduced in accordance with the provisions of this Section 16.1(a)(ii) will be used for purposes of determining each Fixed Amount and Floating Amount which becomes payable subsequent to the Optional Early Termination Date notwithstanding that the reduction in the Notional Amount may have occurred during the Calculation Period applicable to such Fixed Amount or Floating Amount.

(b) In respect of each Exercise Date under a Swap Transaction to which “Optional Early Termination” is specified to be applicable and to which “Cash Settlement” is specified to be inapplicable, with effect from the Optional Early Termination Date, the Notional Amount in respect of the Swap Transaction will be reduced by an amount equal to the Notional Amount exercised on that Exercise Date. The Notional Amount as reduced in accordance with the provisions of this Section 16.1(b) will be used for purposes of determining each Fixed Amount and Floating Amount which becomes payable subsequent to the Optional Early Termination Date notwithstanding that the reduction in the Notional Amount may have occurred during the Calculation Period applicable to such Fixed Amount or Floating Amount.

(c) Unless the parties specify otherwise, Cash Settlement will be deemed to apply to a Swap Transaction to which Optional Early Termination is applicable.

**Section 16.2. Optional Early Termination Date.** “Optional Early Termination Date” means, in respect of a Swap Transaction to which Optional Early Termination is specified to be applicable and in respect of an Exercise Date, either (a) the date specified as such in the related Confirmation (or determined pursuant to a method specified for such purpose) or (b) if a date or a method of determination is not so specified, but Cash Settlement is applicable, the Cash Settlement Payment Date in respect of that Exercise Date, in each case subject to adjustment in accordance with the Following Business Day Convention unless otherwise specified in the related Confirmation.

## ARTICLE 17

### MANDATORY EARLY TERMINATION

**Section 17.1. Mandatory Early Termination.** In respect of a Swap Transaction to which “Mandatory Early Termination” is specified to be applicable:

(a) the party which is out-of-the-money will pay to the party which is in-the-money, subject to any other applicable provisions, the Cash Settlement Amount, determined in accordance with the provisions of Article 18 of these 2006 Definitions, on the Mandatory Early Termination Date; and

(b) with effect from the Mandatory Early Termination Date, the Notional Amount in respect of the Swap Transaction will be reduced to zero and (other than the amount, if any, payable pursuant to the provisions of subsection (a) above) neither party will be required to make any further payments in respect of that Swap Transaction.

**Section 17.2. Mandatory Early Termination Date.** “Mandatory Early Termination Date” means, in respect of a Swap Transaction, the date specified as such in the related Confirmation (or determined pursuant to a method specified for such purpose), subject to adjustment in accordance with the Modified Following Business Day Convention unless otherwise specified in the related Confirmation.

## ARTICLE 18

### CASH SETTLEMENT

#### **Section 18.1. Cash Settlement.**

(a) In respect of each Exercise Date under a Swaption to which Cash Settlement is applicable or is deemed to be applicable, (i) if Buyer is the party which is in-the-money, Seller will pay to Buyer, subject to any other applicable provisions, the Cash Settlement Amount, if any, on the relevant Cash Settlement Payment Date and (ii) if Seller is the party which is in-the-money, no amount will be payable. If the Swaption is deemed to be exercised pursuant to the provisions of Section 13.7 (Automatic Exercise) or Section 13.8 (Fallback Exercise), Seller will pay to Buyer, subject to any other applicable provisions, the Cash Settlement Amount, if any, on the day that is two Business Days after either party notifies the other party, in accordance with the provisions of Section 13.7 (Automatic Exercise) or Section 13.8 (Fallback Exercise), that it believes such exercise has occurred.

(b) In respect of each Exercise Date under a Swap Transaction to which Optional Early Termination and Cash Settlement are applicable, the party which is out-of-the-money will pay to the party which is in-the-money, subject to any other applicable provisions, the Cash Settlement Amount on the relevant Cash Settlement Payment Date.

(c) In respect of the Mandatory Early Termination Date under a Swap Transaction to which Mandatory Early Termination is applicable, the party which is out-of-the-money will pay to the party which is in-the-money, subject to any other applicable provisions, the Cash Settlement Amount on the Mandatory Early Termination Date.

#### **Section 18.2. Certain Definitions Relating to Cash Settlement.**

(a) **Cash Settlement Amount.** “Cash Settlement Amount” means, in respect of a Swap Transaction, and in respect of an Exercise Date or Mandatory Early Termination Date, either:

(i) an amount agreed between the parties; or

(ii) if the parties are unable to agree on the Cash Settlement Amount by the Cash Settlement Valuation Time on the Cash Settlement Valuation Date, an amount determined in accordance with the Cash Settlement Method;

in each case expressed as an amount of the Cash Settlement Currency.

(b) **Cash Settlement Valuation Time.** “Cash Settlement Valuation Time” means, in respect of an Option Transaction, the time specified as such in the related Confirmation.

(c) **Cash Settlement Valuation Date.** “Cash Settlement Valuation Date” means, in respect of an Exercise Date or Mandatory Early Termination Date, the date specified as such in the related Confirmation (or determined pursuant to a method specified for such purpose), subject to adjustment in accordance with the Modified Following Business Day Convention unless otherwise specified in the Confirmation. Unless the parties specify otherwise, the Cash Settlement Valuation Date will be:

(i) in respect of a Swaption, the Exercise Date;

(ii) in respect of a Swap Transaction to which Optional Early Termination or Mandatory Early Termination is specified to be applicable, if the currency in which the single Notional Amount is expressed and, if relevant, the Floating Rate Option by reference to which Floating Amounts under the Swap Transaction or Underlying Swap Transaction, as appropriate, are calculated is listed in Section 18.2(d) (Certain Cash Settlement Valuation Dates), the date determined as indicated for that currency and, if relevant, Floating Rate Option in Section 18.2(d); or

(iii) in all other cases, the day that is two Valuation Business Days preceding the Cash Settlement Payment Date, the Optional Early Termination Date or the Mandatory Early Termination Date, as appropriate.

(d) **Certain Cash Settlement Valuation Dates.** For purposes of Section 18.2(c)(ii), the Cash Settlement Valuation Date for each of the following currencies and Floating Rate Options will be determined as indicated below:

<u>Currency</u>	<u>Floating Rate Option</u>	<u>Cash Settlement Valuation Date</u>
Canadian Dollar	Any	The Cash Settlement Payment Date, Optional Early Termination Date or Mandatory Early Termination Date, as appropriate
Sterling	Any	The Cash Settlement Payment Date, Optional Early Termination Date or Mandatory Early Termination Date, as appropriate
Danish Kroner	“DKK-CIBOR-DKNA13” “DKK-CIBOR-DKNA13-Bloomberg”	The Cash Settlement Payment Date, Optional Early Termination Date or Mandatory Early Termination Date, as appropriate

appropriate

(e) **Cash Settlement Payment Date.** “Cash Settlement Payment Date” means, in respect of an Exercise Date, and in respect of an Option Transaction, the date specified as such in the related Confirmation (or determined pursuant to a method specified for such purpose), subject to adjustment in accordance with the Following Business Day Convention unless otherwise specified in the Confirmation.

(f) **Settlement Rate.** “Settlement Rate” means, in respect of a Swap Transaction and subject to the provisions of Section 13.9 (Settlement Rate on Automatic Exercise or Fallback Exercise) and Section 18.6 (Corrections to Published and Displayed Rates for Settlement Rate):

(i) if “ISDA Source” is specified in the related Confirmation, the par swap rate for swaps in the currency in which the Relevant Swap Transaction is denominated for a period equivalent to the remaining Term of the Relevant Swap Transaction which appears on the relevant ISDAFIX Page as of the Cash Settlement Valuation Time on the Cash Settlement Valuation Date;

(ii) if “Other Price Source” is specified in the related Confirmation, the par swap rate for swaps in the currency in which the Relevant Swap Transaction is denominated for a period equivalent to the remaining Term of the Relevant Swap Transaction which appears in the price source specified for that purpose as of the Cash Settlement Valuation Time on the Cash Settlement Valuation Date and, if appropriate, for the relevant Quotation Rate; or

(iii) if a par swap rate for swaps in the currency in which the Relevant Swap Transaction is denominated for a period equivalent to the remaining Term of the Relevant Swap Transaction does not appear on the relevant ISDAFIX Page (or an ISDAFIX page is not available for such currency) (if “ISDA Source” is specified or deemed to be specified) or in the relevant price source (if “Other Price Source” is specified) or if “Reference Banks” is specified in the related Confirmation, the rate will be determined on the basis of the par swap rates quoted by the Cash Settlement Reference Banks using the relevant Quotation Rate, as of the Cash Settlement Valuation Time on the Cash Settlement Valuation Date, for swaps in the currency in which the Relevant Swap Transaction is denominated for a period equivalent to the remaining Term of the Relevant Swap Transaction and with dealers in the relevant market of the highest credit standing which satisfy all the credit criteria which such Cash Settlement Reference Banks apply generally at the time in deciding whether to offer or make an extension of credit. If five quotations are provided as requested, the Settlement Rate will be calculated by eliminating the highest and lowest rates and taking the arithmetic mean of the remaining rates. If at least three, but fewer than five, quotations are provided, the Settlement Rate will be the arithmetic mean of the quotations. If fewer than three quotations are provided as requested, the Settlement Rate will be determined by the Calculation Agent.

(g) **Cash Settlement Reference Banks.** “Cash Settlement Reference Banks” means, subject to the provisions of Section 13.9 (Settlement Rate on Automatic Exercise or Fallback Exercise):

(i) the institutions specified as such in the related Confirmation; or

(ii) if any of the institutions specified as such in the related Confirmation have ceased to exist or to quote relevant rates or prices, whether because of merger or otherwise, those institutions specified that continue to exist and quote relevant rates or prices together with such number of additional institutions agreed between the parties on the Exercise Date or, in the case of a Swap Transaction to which Mandatory Early Termination is applicable, the Cash Settlement



Valuation Date, in each case as is required to increase the number of existing and quoting institutions to the number of institutions originally specified; or

(iii) if institutions are not specified, five institutions agreed between the parties on the Exercise Date or, in the case of a Swap Transaction to which Mandatory Early Termination is applicable, the Cash Settlement Valuation Date; or

(iv) if institutions are not specified or if subparagraph (ii) above applies and the parties are unable to agree the institutions or additional institutions by the Cash Settlement Valuation Time on the Exercise Date or, in the case of a Swap Transaction to which Mandatory Early Termination is applicable, the Cash Settlement Valuation Date, five leading dealers or such additional number as is required pursuant to the provisions of subparagraph (ii) above from the panel of dealers from whose rates the rate appearing on the relevant ISDAFIX Page is derived selected by the Calculation Agent (or, if “Cash Price - Alternate Method” is specified as the Cash Settlement Method, selected by each party for purposes of quotations obtained by that party); or

(v) if a relevant ISDAFIX page does not exist, five leading dealers selected by the Calculation Agent (or, if “Cash Price - Alternate Method” is specified as the Cash Settlement Method, selected by each party in good faith for purposes of quotations obtained by that party).

(h) **Cash Settlement Currency.** “Cash Settlement Currency” means, in respect of a Swap Transaction, the currency, if any, specified as such in the related Confirmation, and, if no currency is specified as such in the related Confirmation:

(i) if the Underlying Swap Transaction or the Swap Transaction, as appropriate, involves one currency, that currency; or

(ii) if the Underlying Swap Transaction or the Swap Transaction, as appropriate, involves more than one currency, the Termination Currency under the ISDA Master Agreement, if any, referred to in the related Confirmation and otherwise the currency in which Fixed Amount(s) under the Underlying Swap Transaction or the Swap Transaction, as appropriate, are payable.

(i) **ISDA Master Agreement.** “ISDA Master Agreement” means, for purposes of Section 18.2(h) (Cash Settlement Currency), Section 18.2(j) (Quotation Rate), Section 18.3(a) (Cash Price) and Section 18.3(b) (Cash Price - Alternate Method), the ISDA Master Agreement, if any, referred to in the related Confirmation and otherwise, the standard form of the 2002 ISDA Master Agreement published by the International Swaps and Derivatives Association, Inc., and the terms “Terminated Transaction”, “Early Termination Date”, “Credit Support Document”, “Event of Default” and “Potential Event of Default” have the respective meanings provided for in that ISDA Master Agreement.

(j) **Quotation Rate.** “Quotation Rate” means, in respect of an Option Transaction or a Swap Transaction to which Mandatory Early Termination is applicable:

(i) the rate specified as such in the related Confirmation and which may be a “bid”, “ask” or “mid” rate; or

(ii) if “Exercising Party Pays” is specified in the related Confirmation for a Swap Transaction to which Optional Early Termination is applicable, the rate, which may be a “bid” or “ask” rate, which would result, if Seller is in-the-money, in the higher absolute value of the Cash

Settlement Amount, or, if Seller is out-of-the-money, in the lower absolute value of the Cash Settlement Amount;

provided that, if, in respect of a Swap Transaction to which Optional Early Termination is specified to be applicable, an Event of Default or Potential Event of Default under the ISDA Master Agreement (other than a Potential Event of Default arising pursuant to the provisions of Section 5(a)(ii) of the ISDA Master Agreement) with respect to the Exercising Party has occurred and is continuing on the Cash Settlement Valuation Date, then “Exercising Party Pays” will be deemed to have been specified in the related Confirmation.

(k) **Relevant Swap Transaction.** “Relevant Swap Transaction” means:

(i) in respect of a Swaption and in respect of an Exercise Date, a Swap Transaction on the same terms as the Underlying Swap Transaction but with a Notional Amount equal to the Notional Amount of the Underlying Swap Transaction exercised or deemed exercised on that Exercise Date;

(ii) in respect of a Swap Transaction to which Optional Early Termination is applicable and in respect of an Exercise Date, a Swap Transaction on the same terms as that Swap Transaction but with a Notional Amount equal to the Notional Amount of the Swap Transaction exercised or deemed exercised on that Exercise Date; and

(iii) in respect of a Swap Transaction to which Mandatory Early Termination is applicable, a Swap Transaction on the same terms as that Swap Transaction.

(l) **Cash Settlement Method.** “Cash Settlement Method” means, in respect of a Swap Transaction and the calculation of a Cash Settlement Amount, the Cash Settlement Method specified as such, which may be specified by reference to any of the methods set forth in Section 18.3 (Cash Settlement Methods) or may be specified by defining the Cash Settlement Method in the related Confirmation.

(m) **Valuation Business Day.** “Valuation Business Day” means, in respect of a Swap Transaction, any day which is a Banking Day in the place(s) specified for that purpose in the relevant Confirmation and, if place(s) are not so specified, a day:

(i) which is (A) a Banking Day in respect of the financial center(s) indicated for the currency which is the Cash Settlement Currency in Section 1.5 (Financial Centers), (B) a TARGET Settlement Day, if the Cash Settlement Currency is the euro or (C) a Banking Day in respect of the principal financial center for the Cash Settlement Currency, if the currency is other than those currencies specified in Section 1.7 (Currencies); and

(ii) which is a Banking Day in respect of the financial center, if any, referred to in the specified Floating Rate Option; and

(iii) which is a TARGET Settlement Day, if the specified Floating Rate Option refers to a TARGET Settlement Day; and

(iv) which is a U.S. Government Securities Business Day, if the specified Floating Rate Option refers to a U.S. Government Securities Business Day.

(n) **ISDAFIX Page.** “ISDAFIX Page” means, in respect of a Swap Transaction and in respect of a Cash Settlement Valuation Date or an Exercise Date, whichever of the Reuters Screen ISDAFIX pages is designated for purposes of displaying par swap rates for swaps in the currency of denomination of the Relevant Swap Transaction on that Cash Settlement Valuation Date or that Exercise Date.

### **Section 18.3. Cash Settlement Methods.**

(a) **Cash Price.** If “Cash Price” is specified in the related Confirmation to be the Cash Settlement Method applicable to an Option Transaction or Swap Transaction to which Mandatory Early Termination is applicable, the Cash Settlement Amount will be an amount determined with respect to the Relevant Swap Transaction as of the Cash Settlement Valuation Time on the Cash Settlement Valuation Date as the amount which would be payable in accordance with the provisions of Section 6(e)(ii)(1) of the ISDA Master Agreement (but without reference to any mid-market valuation procedure in Section 6(e)), the necessary changes being made, as though (i) the Relevant Swap Transaction were the only Terminated Transaction, (ii) the Cash Settlement Payment Date, Optional Early Termination Date or Mandatory Early Termination Date, as the case may be, were an Early Termination Date and (iii) the Cash Settlement Currency were the Termination Currency. If the relevant ISDA Master Agreement is a 1992 ISDA Master Agreement, Market Quotation (as defined in that agreement) will be deemed to apply for these purposes and the Cash Settlement Reference Banks will be deemed to be the Reference Market-makers (as defined in that agreement). Notwithstanding the provisions of Section 6(e) of the ISDA Master Agreement, the Calculation Agent will determine the Cash Settlement Amount on the basis of quotations (either firm or indicative) supplied by the Cash Settlement Reference Banks. No account will be taken of any loss or cost incurred by a party in connection with its terminating, liquidating or re-establishing any hedge related to the Relevant Swap Transaction (or any gain resulting from any of them). The Calculation Agent will ask each Cash Settlement Reference Bank to provide a quotation using the Quotation Rate specified in the related Confirmation. In providing quotations, the Cash Settlement Reference Banks will be asked to assume that the party requesting the quotations is a dealer in the relevant market of the highest credit standing which satisfies all the credit criteria which such Cash Settlement Reference Banks apply generally at the time in deciding whether to offer or make an extension of credit, and no account will be taken of any existing Credit Support Document or the creditworthiness of either party. Notwithstanding the provisions of Section 6(e) of the ISDA Master Agreement, if fewer than three quotations are provided, the Cash Settlement Amount will be determined by the Calculation Agent in good faith and using commercially reasonable procedures.

(b) **Cash Price - Alternate Method.** If “Cash Price - Alternate Method” is specified in the related Confirmation to be the Cash Settlement Method applicable to an Option Transaction or Swap Transaction to which Mandatory Early Termination is applicable, the Cash Settlement Amount will be an amount determined with respect to the Relevant Swap Transaction as of the Cash Settlement Valuation Time on the Cash Settlement Valuation Date as the amount which would be payable in accordance with the provisions of Section 6(e)(ii)(2) of the ISDA Master Agreement (but without reference to any mid-market valuation procedure in Section 6(e)), the necessary changes being made, as though (i) the Relevant Swap Transaction were the only Terminated Transaction, (ii) the Cash Settlement Payment Date, Optional Early Termination Date or Mandatory Early Termination Date, as the case may be, were an Early Termination Date and (iii) the Cash Settlement Currency were the Termination Currency. If the relevant ISDA Master Agreement is a 1992 ISDA Master Agreement, Market Quotation (as defined in that agreement) will be deemed to apply for these purposes and the Cash Settlement Reference Banks will be deemed to be the Reference Market-makers (as defined in that agreement). Notwithstanding the provisions of Section 6(e) of the ISDA Master Agreement, the Cash Settlement Amount will be determined on the basis of quotations (either firm or indicative) supplied to each party by the Cash Settlement Reference Banks. No account will be taken of any loss or cost incurred by a party in

connection with its terminating, liquidating or re-establishing any hedge related to the Relevant Swap Transaction (or any gain resulting from any of them). Each party will ask each Cash Settlement Reference Bank to provide a quotation using the Quotation Rate specified in the related Confirmation. In providing quotations, the Cash Settlement Reference Banks will be asked to assume that the party requesting the quotations is a dealer in the relevant market of the highest credit standing which satisfies all the credit criteria which such Cash Settlement Reference Banks apply generally at the time in deciding whether to offer or make an extension of credit, and no account will be taken of any existing Credit Support Document or the creditworthiness of either party. Notwithstanding the provisions of Section 6(e) of the ISDA Master Agreement, if fewer than three quotations are provided to either party, the Cash Settlement Amount will be the average of the amounts determined by each of the parties in good faith and using commercially reasonable procedures.

**(c) Par Yield Curve - Adjusted.**

(i) Subject to subparagraph (ii) below, if “Par Yield Curve - Adjusted” is specified in the related Confirmation to be the Cash Settlement Method applicable to an Option Transaction or a Swap Transaction to which Mandatory Early Termination is applicable, the Cash Settlement Amount will be an amount calculated as the present value of an annuity equal to the difference between:

(A) the amounts that would be payable by the Fixed Rate Payer under the Relevant Swap Transaction if the Fixed Rate were the Settlement Rate; and

(B) the amounts payable by the Fixed Rate Payer under the Relevant Swap Transaction.

The discount rate used to calculate such present value will be equal to the Settlement Rate, and such present value will be calculated using the Business Day Convention applicable to Fixed Rate Payer Payment Dates under the Relevant Swap Transaction.

(ii) If “Par Yield Curve - Adjusted” is specified in the related Confirmation to be the Cash Settlement Method applicable to a Swap Transaction to which Optional Early Termination or Mandatory Early Termination is applicable, and the Optional Early Termination Date or Mandatory Early Termination Date, as the case may be, falls on a date which is not both a Fixed Rate Payer Payment Date and a Floating Rate Payer Payment Date under that Swap Transaction, then the Cash Settlement Amount will be an amount equal to the Cash Settlement Amount determined pursuant to subparagraph (i) above in respect of the period from, and including, the next such date, together with an amount in respect of amounts accrued but in respect of which the originally scheduled Payment Date has not yet arisen as at the Optional Early Termination Date or Mandatory Early Termination Date, as the case may be.

**(d) Zero Coupon Yield - Adjusted.**

(i) Subject to subparagraph (ii) below, if “Zero Coupon Yield - Adjusted” is specified in the related Confirmation to be the Cash Settlement Method applicable to an Option Transaction or a Swap Transaction to which Mandatory Early Termination is applicable, the Cash Settlement Amount will be an amount calculated as the present value of an annuity equal to the difference between:

(A) the amounts that would be payable by the Fixed Rate Payer under the Relevant Swap Transaction if the Fixed Rate were the Settlement Rate; and

(B) the amounts payable by the Fixed Rate Payer under the Relevant Swap Transaction.

The discount factors used to calculate such present value will be calculated from a current zero coupon curve agreed between the parties and the Business Day Convention used to calculate such present value will be the Business Day Convention applicable to Fixed Rate Payer Payment Dates under the Relevant Swap Transaction. If the parties are unable to agree on such current market zero coupon curve, the Cash Settlement Amount will be determined as if the parties had specified “Cash Price” to be the applicable Cash Settlement Method.

(ii) If “Zero Coupon Yield - Adjusted” is specified in the related Confirmation to be the Cash Settlement Method applicable to a Swap Transaction to which Optional Early Termination or Mandatory Early Termination is applicable, and the Optional Early Termination Date or Mandatory Early Termination date, as the case may be, falls on a date which is not both a Fixed Rate Payer Payment Date and a Floating Rate Payer Payment Date under that Swap Transaction, then the Cash Settlement Amount will be an amount equal to the Cash Settlement Amount determined pursuant to subparagraph (i) above in respect of the period from, and including, the next such date, together with an amount in respect of amounts accrued but in respect of which the originally scheduled Payment Date has not yet arisen as at the Optional Early Termination Date or Mandatory Early Termination Date, as the case may be.

**(c) Par Yield Curve - Unadjusted.**

(i) Subject to subparagraph (ii) below, if “Par Yield Curve - Unadjusted” is specified in the related Confirmation to be the Cash Settlement Method applicable to an Option Transaction or Swap Transaction to which Mandatory Early Termination is applicable, the Cash Settlement Amount will be an amount calculated as the present value of an annuity equal to the difference between:

(A) the amounts that would be payable by the Fixed Rate Payer under the Relevant Swap Transaction if the Fixed Rate were the Settlement Rate; and

(B) the amounts payable by the Fixed Rate Payer under the Relevant Swap Transaction.

The discount rate used to calculate such present value will be equal to the Settlement Rate. Such annuity payment and discounting shall be calculated based on the Fixed Rate Payer Payment Dates under the Relevant Swap Transaction without regard to adjustment based on any Business Day Convention.

(ii) If “Par Yield Curve - Unadjusted” is specified in the related Confirmation to be the Cash Settlement Method applicable to a Swap Transaction to which Optional Early Termination or Mandatory Early Termination is applicable, and the Optional Early Termination Date or Mandatory Early Termination Date, as the case may be, falls on a date which is not both a Fixed Rate Payer Payment Date and a Floating Rate Payer Payment Date under that Swap Transaction, then the Cash Settlement Amount will be an amount equal to the Cash Settlement Amount determined pursuant to subparagraph (i) above in respect of the period from, and including, the next such date, together with an amount in respect of amounts accrued but in respect of which the originally scheduled Payment Date has not yet arisen as at the Optional Early Termination Date or Mandatory Early Termination Date, as the case may be.



**Section 18.4. In-the-money.** A party to an Option Transaction or a Swap Transaction to which Mandatory Early Termination is applicable is “in-the-money” in respect of an Exercise Date or a Mandatory Early Termination Date, as appropriate, if (i) such party is the Fixed Rate Payer under the Relevant Swap Transaction and the Settlement Rate exceeds the Fixed Rate under the Relevant Swap Transaction or (ii) such party is the Floating Rate Payer under the Relevant Swap Transaction and the Fixed Rate under the Relevant Swap Transaction exceeds the Settlement Rate, and, if a method for determining the Settlement Rate is not specified in the related Confirmation, “ISDA Source” will be deemed to have been specified.

**Section 18.5. Out-of-the-money.** A party to an Option Transaction or a Swap Transaction to which Mandatory Early Termination is applicable is “out-of-the-money” in respect of an Exercise Date or a Mandatory Early Termination Date, as appropriate, if (i) such party is the Floating Rate Payer under the Relevant Swap Transaction and the Settlement Rate exceeds the Fixed Rate under the Relevant Swap Transaction or (ii) such party is the Fixed Rate Payer under the Relevant Swap Transaction and the Fixed Rate under the Relevant Swap Transaction exceeds the Settlement Rate, and, if a method for determining the Settlement Rate is not specified in the related Confirmation, “ISDA Source” will be deemed to have been specified.

**Section 18.6. Corrections to Published and Displayed Rates for Settlement Rate.** For purposes of determining the Settlement Rate for any day:

(a) in any case where the Settlement Rate for a day is based on information obtained from the Reuters Screen, Bloomberg Screen, Check Screen, ICAP SwapPX Screen or SwapMarker Screen, that Settlement Rate will be subject to the corrections, if any, to that information subsequently displayed by that source within one hour of the time when such rate is first displayed by such source; and

(b) in the event that a party to any Option Transaction or Swap Transaction to which Mandatory Early Termination is applicable notifies the other party of any correction referred to in subsection (a) above no later than 15 days after the expiration of the period referred to in such subsection, an appropriate amount will be payable as a result of such correction (whether such correction is made or such notice is given before or after the Cash Settlement Payment Date, Optional Early Termination Date or Mandatory Early Termination Date, as the case may be), together with interest on that amount at a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant party (as certified by it) of funding that amount for the period from, and including, the day on which, based on such correction, a payment in the incorrect amount was first made to, but excluding, the day of payment of the refund or payment resulting from such correction.

## ARTICLE 19

### ISDA SETTLEMENT MATRIX

**Section 19.1. Application of ISDA Settlement Matrix.** Unless otherwise specified in the related Confirmation, the ISDA Settlement Matrix, as amended and supplemented through the Trade Date of the relevant Swap Transaction, will apply in respect of a Swap Transaction (a) to which Cash Settlement and either Optional Early Termination or Mandatory Early Termination is applicable or (b) that is a Swaption to which either Cash Settlement or Physical Settlement is applicable, if the Swap Transaction or Underlying Swap Transaction, as the case may be, involves one currency and that currency is then included in the ISDA Settlement Matrix. Notwithstanding any other provisions of these 2006 Definitions, if the ISDA Settlement Matrix applies, the relevant elections specified in the ISDA Settlement Matrix as of the Trade Date relating to exercise and settlement for Swap Transactions



involving the relevant currency will, except to the extent that those elections are inconsistent with terms specified in the related Confirmation, be deemed to have been specified in the related Confirmation.

**Section 19.2. ISDA Settlement Matrix.** “ISDA Settlement Matrix” means the “2006 ISDA Definitions Settlement Matrix for Early Termination and Swaptions” or its successor, as amended and supplemented from time to time and published by ISDA on its website at <http://www.isda.org>.

**EXHIBIT I**  
**to 2006 ISDA Definitions**

**Introduction, Standard Paragraphs and Closing for a  
Confirmation of a Swap Transaction**

---

*Heading*

**[Letterhead of Party A]**

**[Date]**

**Swap Transaction**

**[Name and Address of Party B]**

---

Dear                   :

The purpose of this [facsimile/letter] (this “Confirmation”) is to confirm the terms and conditions of the Swap Transaction entered into between us on the Trade Date specified below.

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation.<sup>1</sup> In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

This Confirmation constitutes a “Confirmation” as referred to in, and supplements, forms part of and is subject to, the ISDA Master Agreement dated as of [date], as amended and supplemented from time to time (the “Agreement”), between [Name of Party A] (“Party A”) and [Name of Party B] (“Party B”). All provisions contained in the Agreement govern this Confirmation except as expressly modified below.<sup>2</sup>

**[INSERT RELEVANT ADDITIONAL PROVISIONS FROM EXHIBITS II-A THROUGH II-H  
TO THE 2006 ISDA DEFINITIONS]**

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<sup>1</sup> By using this language, the parties will incorporate the 2006 ISDA Definitions as amended and supplemented through the date on which they enter into the relevant transaction. If the parties want to exclude one or more amendments or supplements published by ISDA, parties should identify here the particular amendment(s) or supplement(s) they want to exclude or specify that the Confirmation incorporates the 2006 ISDA Definitions “as amended and supplemented through [DATE].”

<sup>2</sup> If the parties have not yet executed, but intend to execute, an ISDA Master Agreement, include, instead of this paragraph, the following: “This Confirmation evidences a complete and binding agreement between you and us as to the terms of the Swap Transaction to which this Confirmation relates. In addition, you and we agree to use all reasonable efforts promptly to negotiate, execute and deliver an agreement in the form of an ISDA Master Agreement, with such modifications as you and we will in good faith agree. Upon the execution by you and us of such an agreement, this Confirmation will supplement, form a part of and be subject to that agreement. All provisions contained in or incorporated by reference in that agreement upon its execution will govern this Confirmation except as expressly modified below. Until we execute and deliver that agreement, this Confirmation, together with all other documents referring to an ISDA Master Agreement (each a “Confirmation”) confirming transactions (each a “Transaction”) entered into between us shall supplement, form a part of, and be subject to, an agreement in the form of the [2002 ISDA Master Agreement] [if appropriate, specify different form of ISDA Master Agreement] as if we had executed an agreement in such form (but without any Schedule except for the election of [English law] [the laws of the State of New York] as the governing law[ and [specify currency] as the Termination Currency]) on the Trade Date of the first such Transaction between us. In the event of any inconsistency between the provisions of that agreement and this Confirmation, this Confirmation will prevail for purposes of this Swap Transaction.”

[Account Details:

Account(s) for payments to  
Party A: [ ]

Account(s) for payments to  
Party B: [ ]]

[ ] agrees to provide the following Credit Support Document [or agrees to provide the following in accordance with [specify Credit Support Document]]:]

[Offices:

(a) The Office of Party A for the Swap Transaction is ; and

(b) The Office of Party B for the Swap Transaction is .]

[Broker/Arranger:]

*Closing*

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours sincerely,

[PARTY A]

By: \_\_\_\_\_  
Name:  
Title:

Confirmed as of the  
date first above written:

[PARTY B]

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT II-A**  
**to 2006 ISDA Definitions**

**Additional Provisions for a  
Confirmation of a Swap Transaction that is a  
Rate Swap Transaction or Cross-Currency Rate Swap Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the Confirmation.]

1. The terms of the particular Swap Transaction to which this Confirmation relates are as follows:

[Notional Amount:]	[            ]
Trade Date:	[            ]
Effective Date:	[            ]
Termination Date:	[            ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention] <sup>3</sup>

Fixed Amounts:

Fixed Rate Payer:	[Party A/B]
[Fixed Rate Payer Currency Amount:]	[            ]
Fixed Rate Payer Payment Dates [or Period End Dates, if Delayed Payment or Early Payment applies]:	[            ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention] <sup>4</sup>
Fixed Amount [or Fixed Rate and Fixed Rate Day Count Fraction]:	[            ]

Floating Amounts:

Floating Rate Payer:	[Party B/A]
[Floating Rate Payer Currency Amount:]	[            ]

<sup>3</sup> If the parties want to provide that the Termination Date will be adjusted in accordance with a Business Day Convention (and, accordingly, that the final Calculation Period will be shortened or lengthened), the appropriate Business Day Convention must be specified.

<sup>4</sup> Bracketed language is not necessary if Payment Dates and Period End Dates are to be adjusted in accordance with the Modified Following Business Day Convention, as provided in the 2006 ISDA Definitions.

Floating Rate Payer Payment Dates [or Period End Dates, if Delayed Payment or Early Payment applies]:	[ ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention] <sup>4</sup>
[Floating Rate for initial Calculation Period:]	[ ]
Floating Rate Option:	[ ]
Designated Maturity:	[ ]
Spread:	[Plus/Minus        %] [None]
Floating Rate Day Count Fraction:	[ ]
Reset Dates:	[ ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention] <sup>5</sup>
[Rate Cut-off Dates:]	[ ]
[Method of Averaging:]	[Unweighted/Weighted Average]
Compounding:	[Applicable/Inapplicable]
[Compounding Dates:]	[ ]
[Discounting:	
Discount Rate:	[ ]
Discount Rate Day Count Fraction:]	[ ]
[Initial Exchange:	
Initial Exchange Date:	[ ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention] <sup>6</sup>
Party A Initial Exchange Amount:	[ ]
Party B Initial Exchange Amount:]	[ ]

<sup>5</sup> Bracketed language is not necessary if Reset Dates are to be adjusted in accordance with the Business Day Convention applicable to Payment Dates.

<sup>6</sup> Bracketed language is not necessary if this date is to be adjusted in accordance with the Modified Following Business Day Convention, as provided in the 2006 ISDA Definitions.

## [Interim Exchange:

Interim Exchange Date: [ ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention]<sup>6</sup>

Party A Interim Exchange Amount: [ ]

Party B Interim Exchange Amount:] [ ]

## [Final Exchange:

Final Exchange Date: [ ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention]<sup>6</sup>

Party A Final Exchange Amount: [ ]

Party B Final Exchange Amount:] [ ]

[Business Days for [first currency]:] [ ]

[Business Days for [second currency]:] [ ]

[Business Day Convention: [Following/Modified Following/Preceding]]<sup>7</sup>

Calculation Agent: [ ]<sup>8</sup>

<sup>7</sup> If a Business Day Convention is to apply to all dates that are stated in the 2006 ISDA Definitions to be adjusted in accordance with the applicable Business Day Convention, that Business Day Convention can be specified here.

<sup>8</sup> If the Calculation Agent is a third party, the parties may wish to consider any documentation necessary to confirm its undertaking to act in that capacity.



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**EXHIBIT II-B**  
**to 2006 ISDA Definitions**

**Additional Provisions for a  
Confirmation of a Swap Transaction that is a Rate Cap Transaction,  
Rate Floor Transaction or Rate Collar Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the Confirmation.]

1. The terms of the particular Swap Transaction to which this Confirmation relates are as follows:

Notional Amount:	[            ]
Trade Date:	[            ]
Effective Date:	[            ]
Termination Date:	[            ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention] <sup>9</sup>

Fixed Amounts:<sup>10</sup>

Fixed Rate Payer:	[Party A/B]
Fixed Rate Payer Payment Date(s):	[            ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention] <sup>11</sup>
Fixed Amount:	[            ]

Floating Amounts:

Floating Rate Payer:	[Party B/A]
[[Cap/Floor] Rate:]	[            %]

<sup>9</sup> If the parties want to provide that the Termination Date will be adjusted in accordance with a Business Day Convention (and, accordingly, that the final Calculation Period will be shortened or lengthened), the appropriate Business Day Convention must be specified.

<sup>10</sup> For a rate collar transaction there would be no Fixed Amounts or Fixed Rate Payer. Instead, one party would pay a Floating Amount based on a Cap Rate and the other party would pay a Floating Amount based on a Floor Rate. Separate Floating Amount provisions would need to be included for each party.

<sup>11</sup> Bracketed language is not necessary if Payment Dates and Period End Dates are to be adjusted in accordance with the Modified Following Business Day Convention, as provided in the 2006 ISDA Definitions.

Floating Rate Payer Payment Dates [or Period End Dates, if Delayed Payment or Early Payment applies]:	[ ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention] <sup>11</sup>
[Floating Rate for initial Calculation Period:]	[ ]
Floating Rate Option:	[ ]
Designated Maturity:	[ ]
Floating Rate Day Count Fraction:	[ ]
Reset Dates:	[ ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention] <sup>12</sup>
[Rate Cut-off Dates:]	[ ]
[Method of Averaging:]	[Unweighted/Weighted Average]
Compounding:	[Applicable/Inapplicable]
[Compounding Dates:]	[ ]
[Discounting:]	[ ]
Discount Rate:	[ ]
Discount Rate Day Count Fraction:]	[ ]
[FRA Yield Discounting:]	Inapplicable] <sup>13</sup>
[Business Days for [first currency]:]	[ ]
[Business Days for [second currency]:]	[ ]
[Business Day Convention:]	[Following/Modified Following/Preceding]] <sup>14</sup>
Calculation Agent:	[ ] <sup>15</sup>

<sup>12</sup> Bracketed language is not necessary if Reset Dates are to be adjusted in accordance with the Business Day Convention applicable to Payment Dates.

<sup>13</sup> Include if the transaction is identified as an AUD interest rate cap transaction, AUD interest rate floor transaction, AUD interest rate collar transaction, NZD interest rate cap transaction, NZD interest rate floor transaction or NZD interest rate collar transaction and the parties wish to override the presumption that FRA Yield Discounting applies to the transaction in accordance with Section 8.4(e) of the 2006 Definitions.

<sup>14</sup> If a Business Day Convention is to apply to all dates that are stated in the 2006 ISDA Definitions to be adjusted in accordance with the applicable Business Day Convention, that Business Day Convention can be specified here.

**EXHIBIT II-C**  
**to 2006 ISDA Definitions**

**Additional Provisions for a  
Confirmation of a Swap Transaction  
that is a Forward Rate Agreement**

[See Exhibit I for the introduction, standard paragraphs and closing for the Confirmation.]

1. The terms of the particular Swap Transaction to which this Confirmation relates are as follows:

Notional Amount:	[            ]
Trade Date:	[            ]
Effective Date:	[            ]
Termination Date:	[            ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention] <sup>16</sup>
Fixed Rate Payer:	[Party A/B]
Fixed Rate:	[            ]
Floating Rate Payer:	[Party B/A]
Payment Date(s):	[    ] Business Days following each Reset Date [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention] <sup>17</sup>
Floating Rate Option:	[            ]
Designated Maturity:	[            ]
Spread:	[Plus/Minus            %] [None]
Floating Rate Day Count Fraction:	[            ]

<sup>15</sup> If the Calculation Agent is a third party, the parties may wish to consider any documentation necessary to confirm its undertaking to act in that capacity.

<sup>16</sup> If the parties want to provide that the Termination Date will be adjusted in accordance with a Business Day Convention (and, accordingly, that the final Calculation Period will be shortened or lengthened), the appropriate Business Day Convention must be specified.

<sup>17</sup> Bracketed language is not necessary if Payment Date(s) are to be adjusted in accordance with the Modified Following Business Day Convention, as provided in the 2006 ISDA Definitions.

Reset Dates:	[ ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention] <sup>18</sup>
FRA Discounting:	Applicable
[Discount Rate:] <sup>19</sup>	[ ]
[Discount Rate Day Count Fraction:] <sup>19</sup>	[ ]
[FRA Yield Discounting:	Inapplicable] <sup>20</sup>
[Business Day Convention:	[Following/Modified Following/Preceding]] <sup>21</sup>
Calculation Agent:	[ ] <sup>22</sup>

<sup>18</sup> Bracketed language is not necessary if Reset Dates are to be adjusted in accordance with the Business Day Convention applicable to Payment Dates.

<sup>19</sup> If the Discount Rate and the Discount Rate Day Count Fraction are to be the Floating Rate and Floating Rate Day Count Fraction, respectively, these terms need not be separately defined.

<sup>20</sup> Include if the transaction is identified as an AUD forward rate transaction or a NZD forward rate transaction and the parties wish to override the presumption that FRA Yield Discounting applies to the transaction in accordance with Section 8.4(e) of the 2006 Definitions.

<sup>21</sup> If a Business Day Convention is to apply to all dates that are stated in the 2006 ISDA Definitions to be adjusted in accordance with the applicable Business Day Convention, that Business Day Convention can be specified here.

<sup>22</sup> If the Calculation Agent is a third party, the parties may wish to consider any documentation necessary to confirm its undertaking to act in that capacity.

**EXHIBIT II-D**  
**to 2006 ISDA Definitions**

**Additional Provisions for a  
Confirmation of a Swap Transaction that is a  
Self-Compounding Overnight Interest Rate Swap Transaction<sup>23</sup>**

[See Exhibit I for the introduction, standard paragraphs and closing for the Confirmation.]

1. The terms of the particular Swap Transaction to which this Confirmation relates are as follows:

Notional Amount:	[ ]
Trade Date:	[ ]
Effective Date:	[ ]
Termination Date:	[ ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention] <sup>24</sup>

Fixed Amounts:

Fixed Rate Payer:	[Party A/B]
Fixed Rate Payer Payment Dates [or Period End Dates, if Delayed Payment or Early Payment applies]:	[ ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention] <sup>25</sup>
Fixed Amount [or Fixed Rate and Fixed Rate Day Count Fraction]:	[ ]

Floating Amounts:

Floating Rate Payer:	[Party B/A]
Floating Rate Payer Payment Dates [or Period End Dates, if Delayed Payment or Early Payment applies]:	[ ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention] <sup>25</sup>

<sup>23</sup> The provisions set out in this Exhibit are for use in interest rate swaps where the Floating Amount is calculated by reference to a self-compounding Floating Rate Option such as, for example, EUR-EONIA-OIS-COMPOUND, GBP-WMBA-SONIA-COMPOUND or CHF-TOIS-OIS-COMPOUND (each as published in the 2006 ISDA Definitions).

<sup>24</sup> If the parties want to provide that the Termination Date will be adjusted in accordance with a Business Day Convention (and, accordingly, that the final Calculation Period will be shortened or lengthened), the appropriate Business Day Convention must be specified.

<sup>25</sup> Bracketed language is not necessary if Payment Dates and Period End Dates are to be adjusted in accordance with the Modified Following Business Day Convention, as provided in the 2006 ISDA Definitions.



[Floating Rate for initial Calculation Period:]	[            ]
Floating Rate Option:	[            ]
Spread:	[Plus/Minus            %] [None]
Floating Rate Day Count Fraction:	[            ]
Reset Dates:	The last day of each Calculation Period [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention] <sup>26</sup>
Compounding:	Inapplicable
[Business Days:]	[            ]
[Business Day Convention:	[Following/Modified Following/ Preceding]] <sup>27</sup>
Calculation Agent:	[            ] <sup>28</sup>

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<sup>26</sup> Bracketed language is not necessary if Reset Dates are to be adjusted in accordance with the Business Day Convention applicable to Payment Dates.

<sup>27</sup> If a Business Day Convention is to apply to all dates that are stated in the 2006 ISDA Definitions to be adjusted in accordance with the applicable Business Day Convention, that Business Day Convention can be specified here.

<sup>28</sup> If the Calculation Agent is a third party, the parties may wish to consider any documentation necessary to confirm its undertaking to act in that capacity.

**EXHIBIT II-E**  
**to 2006 ISDA Definitions**

**Additional Provisions for a  
Confirmation of a Swap Transaction  
that is a Swaption or Swaption Straddle<sup>29</sup>**

[See Exhibit I for the introduction, standard paragraphs and closing for the Confirmation.]

[Relevant elections specified in the ISDA Settlement Matrix will apply to this Confirmation as provided by Section 19.1 of the 2006 ISDA Definitions except to the extent that the following terms are inconsistent with those elections.]

*[In the case of a Swaption not forming part of a Swaption Straddle, include:]*

[The Swap Transaction to which this Confirmation relates is a Swaption, the terms of which are as follows:]

*[In the case of a Swaption Straddle, include:]*

[The Swap Transaction to which this Confirmation relates is a Swaption Straddle. The terms of each Swaption that comprises this Swaption Straddle are as follows:]

1. Swaption Terms:

Trade Date:	[ ]
Option Style:	[American/Bermuda/European]
Seller:	[Party A/B]
Buyer:	[Party B/A]
Premium:	[ ]
Premium Payment Date:	[ ]
[Business Day Convention for Premium Payment Date:]	[ ]
[Business Days for Payments:]	[ ]

<sup>29</sup>

Swaption Straddle transactions are typically documented in one Confirmation. Parties who document Swaption Straddle transactions in two separate Confirmations may wish to consider adding an additional provision to each Confirmation as follows: "This Swaption is linked to a corresponding Swaption entered into between us on [ ] with reference number [ ] (the "Corresponding Swaption"). This Swaption and the Corresponding Swaption together constitute a Swaption Straddle for purposes of the 2006 ISDA Definitions and, in particular, the Buyer's rights under the Swaptions constituting the Swaption Straddle are subject to the provisions of Section 13.10 of the 2006 ISDA Definitions."

[Exercise Business Day:] [ ]<sup>30</sup>

Calculation Agent: [ ]<sup>31</sup>

2. Procedure for Exercise:

[Commencement Date:] [ ]<sup>32</sup>

[Bermuda Option Exercise Dates:] [ ]<sup>33</sup>

Expiration Date: [ ]

[Earliest Exercise Time:] [ ]<sup>34</sup>

[Latest Exercise Time:] [ ]<sup>35</sup>

[Expiration Time:] [ ]<sup>34</sup>

[Partial Exercise:] [Applicable/Inapplicable]<sup>36</sup>

[Multiple Exercise:] [Applicable/Inapplicable]<sup>37</sup>

[Minimum Notional Amount:] [ ]<sup>38</sup>

[Maximum Notional Amount:] [ ]<sup>39</sup>

[Integral Multiple:] [ ]

[Automatic Exercise:] [Applicable/Inapplicable]<sup>40</sup>

[Threshold:] [ ] % [None]<sup>41</sup>

<sup>30</sup> If the ISDA Settlement Matrix applies to the relevant transaction in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election, parties need not include this line item unless they wish to vary that election. Otherwise include, unless relying on a presumption provided by Section 12.4 of the 2006 Definitions.

<sup>31</sup> If the Calculation Agent is a third party, the parties may wish to consider any documentation necessary to confirm its undertaking to act in that capacity.

<sup>32</sup> Include if American style option and the Commencement Date is not the first Premium Payment Date.

<sup>33</sup> Include if Bermuda style option.

<sup>34</sup> If the ISDA Settlement Matrix applies to the relevant transaction in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election, parties need not include this line item unless they wish to vary that election. Otherwise include.

<sup>35</sup> Include if American or Bermuda style option unless (a) the ISDA Settlement Matrix applies in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election and the parties do not wish to vary that election or (b) the Latest Exercise Time is the Expiration Time.

<sup>36</sup> Exclude if American or Bermuda style option.

<sup>37</sup> Exclude if European style option.

<sup>38</sup> Include if Multiple Exercise or Partial Exercise is applicable.

<sup>39</sup> Include if American or Bermuda style option to which Multiple Exercise is applicable unless the Maximum Notional Amount is to equal the unexercised Notional Amount.

<sup>40</sup> If the ISDA Settlement Matrix applies to the relevant transaction in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election, parties need not include this line item unless they wish to vary that election. If the ISDA Settlement Matrix does not apply, Automatic Exercise will not apply unless specified otherwise.

<sup>41</sup> If the ISDA Settlement Matrix applies to the relevant transaction in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election, parties need not include this line item unless they wish to vary that election. Otherwise, include if Automatic Exercise is applicable.

[Fallback Exercise:] [Applicable/Inapplicable]<sup>42</sup>

[Contact Details for Purpose of Giving Notice:] [Seller/Seller's Agent]<sup>43</sup>

3. Settlement Terms:

Settlement: [Cash/Physical]

[Cash Settlement Valuation Time:] [ ]<sup>44</sup>

[Cash Settlement Valuation Date:] [ ]<sup>45</sup>

[Valuation Business Days:] [ ]<sup>46</sup>

[Cash Settlement Payment Date:] [ ]<sup>44</sup>

[Business Day Convention for Cash Settlement Payment Date:] [ ]

[Cash Settlement Method:] [ ]<sup>47</sup>

[Cash Settlement Currency:] [ ]<sup>48</sup>

[Settlement Rate:] [ISDA Source]/[Other Price Source [plus details]]/[Reference Banks]<sup>49</sup>

[Cash Settlement Reference Banks:] [Specify]<sup>50</sup>

<sup>42</sup> If the ISDA Settlement Matrix applies to the relevant transaction in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election, parties need not include this line item unless they wish to vary that election. Otherwise, parties need not include this line item if the Underlying Swap Transaction is a single currency, fixed-for-floating non-amortizing interest rate swap (in respect of which, in accordance with Section 13.8 of the 2006 ISDA Definitions, Fallback Exercise will be deemed to apply).

<sup>43</sup> Include Seller's Agent if an agent is designated by Seller for purposes of receiving notice of exercise. Include contact details, if desired.

<sup>44</sup> If Cash Settlement is applicable and the ISDA Settlement Matrix applies to the relevant transaction in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election, parties need not include this line item unless they wish to vary that election. Otherwise include where Cash Settlement is applicable.

<sup>45</sup> If Cash Settlement is applicable and the ISDA Settlement Matrix applies to the relevant transaction in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election, parties need not include this line item unless they wish to vary that election. Otherwise include where Cash Settlement is applicable, unless relying on the presumption in Section 18.2(c)(i) of the 2006 Definitions that the Cash Settlement Valuation Date is the Exercise Date.

<sup>46</sup> Include if Cash Settlement is applicable and the Cash Settlement Valuation Date is not the Exercise Date and is determined instead by reference to Valuation Business Days.

<sup>47</sup> Cash Price, Cash Price - Alternate Method, Par Yield Curve - Adjusted, Par Yield Curve - Unadjusted or Zero Coupon Curve - Adjusted. If Cash Settlement is applicable and the ISDA Settlement Matrix applies to the relevant transaction in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election, parties need not include this line item unless they wish to vary that election. Otherwise include where Cash Settlement is applicable.

<sup>48</sup> Include if Cash Settlement is applicable, Cash Price or Cash Price - Alternate Method is the applicable Cash Settlement Method and the intended Cash Settlement Currency is not (a) the currency of the Underlying Swap Transaction (if a single currency interest rate swap) or (b) the Termination Currency specified in the relevant ISDA Master Agreement, or, if none, the currency in which Fixed Amount(s) under the Underlying Swap Transaction are payable (if the Underlying Swap Transaction is a cross-currency swap).

<sup>49</sup> Include if Cash Settlement is applicable and Par Yield Curve - Adjusted, Par Yield Curve - Unadjusted or Zero Coupon Curve - Adjusted is the specified Cash Settlement Method, although where the ISDA Settlement Matrix applies in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election, parties need not include this line item unless they wish to vary that election.

<sup>50</sup> Include if Cash Settlement is applicable.

[Quotation Rate:]

[bid/mid/ask]<sup>44</sup>

*[In the case of a Swaption not forming part of a Swaption Straddle, include:]*

[4. The particular terms of the Underlying Swap Transaction to which the Swaption relates are as follows:

[Include provisions from the relevant form of Confirmation for the type of Swap Transaction to which the Swaption relates, as set forth in Exhibits II-A through II-D to the 2006 ISDA Definitions.]]

*[In the case of a Swaption Straddle, include:]*

[4. The particular terms of the Underlying Swap Transactions to which this Swaption Straddle relates are as follows:

Specific Terms for the Underlying Payer Swap:

Fixed Rate Payer: Buyer.

Floating Rate Payer: Seller.

Specific Terms for the Underlying Receiver Swap:

Fixed Rate Payer: Seller.

Floating Rate Payer: Buyer.

General Terms for both the Underlying Payer Swap and the Underlying Receiver Swap:

[Include provisions from the relevant form of Confirmation for the type of Swap Transaction to which the Swaption Straddle relates, as set forth in Exhibits II-A through II-D to the 2006 ISDA Definitions, omitting Fixed Rate Payer and Floating Rate Payer.]]

**EXHIBIT II-F**  
**to 2006 ISDA Definitions**

**Additional Provisions for a  
Confirmation of a Swap Transaction to which  
Optional Early Termination applies**

[See Exhibit I for the introduction, standard paragraphs and closing for the Confirmation.]

[Include provisions from the relevant form of Confirmation for the Swap Transaction, as set forth in Exhibits II-A through II-D to the 2006 ISDA Definitions.]

[Relevant elections specified in the ISDA Settlement Matrix will apply to this Confirmation as provided by Section 19.1 of the 2006 ISDA Definitions except to the extent that the following terms are inconsistent with those elections.]

[1.] Early Termination:

Optional Early Termination:	Applicable
Option Style:	[American/Bermuda/European]
[Optional Early Termination Date:] <sup>51</sup>	[ ]
[Seller:]	[Party A/B] <sup>52</sup>
[Buyer:]	[Party B/A] <sup>52</sup>
[Business Days for Payments:]	[ ]
[Exercise Business Day:]	[ ] <sup>53</sup>
Calculation Agent:	[ ] <sup>54</sup>

[2.] Procedure for Exercise:

[Commencement Date:]	[ ] <sup>55</sup> [e.g., [Each/the] date that is 15 days preceding [a/the] Cash Settlement Payment Date]
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<sup>51</sup> Include if the Optional Early Termination Date is not the same as the Cash Settlement Payment Date, if any.

<sup>52</sup> Exclude if Optional Early Termination is available to both parties.

<sup>53</sup> If the ISDA Settlement Matrix applies to the relevant transaction in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election, parties need not include this line item unless they wish to vary that election. Otherwise include, unless relying on a presumption provided by Section 12.4 of the 2006 Definitions.

<sup>54</sup> If the Calculation Agent is a third party, the parties may wish to consider any documentation necessary to confirm its undertaking to act in that capacity.

<sup>55</sup> Include if American style option and the Commencement Date is not the first Premium Payment Date.



[Bermuda Option Exercise Dates:]	[ ] <sup>56</sup>
[Expiration Date:]	[ ] <sup>57</sup> [e.g., [Each/the] date that is 2 days preceding [a/the] Cash Settlement Payment Date]
[Earliest Exercise Time:]	[ ] <sup>57</sup>
[Latest Exercise Time:]	[ ] <sup>58</sup>
[Expiration Time:]	[ ] <sup>57</sup>
[Partial Exercise:]	[Applicable/Inapplicable] <sup>59</sup>
[Multiple Exercise:]	[Applicable/Inapplicable] <sup>60</sup>
[Minimum Notional Amount:]	[ ] <sup>61</sup>
[Maximum Notional Amount:]	[ ] <sup>62</sup>
[Integral Multiple:]	[ ]
[Contact Details for Purpose of Giving Notice:]	[Seller/Seller's Agent] <sup>63</sup>

[3.] Settlement Terms:

Cash Settlement:	[Applicable/Inapplicable]
[Cash Settlement Valuation Time:]	[ ] <sup>64</sup>
[Cash Settlement Valuation Date:]	[ ] <sup>65</sup>
[Valuation Business Days:]	[ ] <sup>64</sup>

<sup>56</sup> Include if Bermuda style option.

<sup>57</sup> If the ISDA Settlement Matrix applies to the relevant transaction in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election, parties need not include this line item unless they wish to vary that election. Otherwise include.

<sup>58</sup> Include if American or Bermuda style option unless (a) the ISDA Settlement Matrix applies in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election and the parties do not wish to vary that election or (b) the Latest Exercise Time is the Expiration Time.

<sup>59</sup> Exclude if American or Bermuda style option.

<sup>60</sup> Exclude if European style option.

<sup>61</sup> Include if Multiple Exercise or Partial Exercise is applicable.

<sup>62</sup> Include if American or Bermuda style option to which Multiple Exercise is applicable unless the Maximum Notional Amount is to equal to the unexercised Notional Amount.

<sup>63</sup> Include Seller's Agent if an agent is designated by Seller for purposes of receiving notice of exercise. Include contact details, if desired.

<sup>64</sup> If Cash Settlement is applicable and the ISDA Settlement Matrix applies to the relevant transaction in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election, parties need not include this line item unless they wish to vary that election. Otherwise include where Cash Settlement is applicable.

<sup>65</sup> If Cash Settlement is applicable and the ISDA Settlement Matrix applies to the relevant transaction in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election, parties need not include this line item unless they wish to vary that election. Otherwise include where Cash Settlement is applicable, unless relying on the presumption in Section 18.2(c) of the 2006 Definitions that the Cash Settlement Valuation Date is two Valuation Business Days preceding the Cash Settlement Payment Date or Optional Early Termination Date, as appropriate, or determined as indicated for the currency and, if relevant, Floating Rate Option in Section 18.2(d) of the 2006 ISDA Definitions.

[Cash Settlement Payment Date:]	[ ] <sup>66</sup>
[Business Day Convention for Cash Settlement Payment Date:]	[ ]
[Cash Settlement Method:]	[ ] <sup>67</sup>
[Cash Settlement Currency:]	[ ] <sup>68</sup>
[Settlement Rate:]	[ISDA Source]/[Other Price Source [plus details]]/[Reference Banks] <sup>69</sup>
[Cash Settlement Reference Banks:]	[Specify] <sup>70</sup>
[Quotation Rate:]	[bid/mid/ask/Exercising Party Pays] <sup>64</sup>

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<sup>66</sup> Include if Cash Settlement is applicable.

<sup>67</sup> Cash Price, Cash Price - Alternate Method, Par Yield Curve - Adjusted, Par Yield Curve - Unadjusted or Zero Coupon Curve - Adjusted. If Cash Settlement is applicable and the ISDA Settlement Matrix applies to the relevant transaction in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election, parties need not include this line item unless they wish to vary that election. Otherwise include where Cash Settlement is applicable.

<sup>68</sup> Include if Cash Settlement is applicable, Cash Price or Cash Price - Alternate Method is the applicable Cash Settlement Method and the intended Cash Settlement Currency is not (a) the currency of the Swap Transaction (if a single currency interest rate swap) or (b) the Termination Currency specified in the relevant ISDA Master Agreement, or, if none, the currency in which Fixed Amount(s) under the Swap Transaction are payable (if the Swap Transaction is a cross-currency swap).

<sup>69</sup> Include if Cash Settlement is applicable and Par Yield Curve - Adjusted, Par Yield Curve - Unadjusted or Zero Coupon Curve - Adjusted is the specified Cash Settlement Method, although where the ISDA Settlement Matrix applies in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election, parties need not include this line item unless they wish to vary that election.

<sup>70</sup> Include if Cash Settlement is applicable.

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**EXHIBIT II-G**  
**to 2006 ISDA Definitions**

**Additional Provisions for a  
Confirmation of a Swap Transaction to which  
Mandatory Early Termination applies**

[See Exhibit I for the introduction, standard paragraphs and closing for the Confirmation.]

[Include provisions from the relevant form of Confirmation for the Swap Transaction, as set forth in Exhibits II-A through II-D to the 2006 ISDA Definitions.]

[Relevant elections specified in the ISDA Settlement Matrix will apply to this Confirmation as provided by Section 19.1 of the 2006 ISDA Definitions except to the extent that the following terms are inconsistent with those elections.]

[1.] Early Termination:

Mandatory Early Termination:	Applicable
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[2.] Settlement Terms:

Mandatory Early Termination Date:	[            ]
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[Business Day Convention for Mandatory Early Termination Date:]	[            ]
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[Cash Settlement Valuation Time:]	[            ] <sup>71</sup>
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[Cash Settlement Valuation Date:]	[            ] <sup>72</sup>
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[Valuation Business Days:]	[            ] <sup>71</sup>
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Cash Settlement Method:	[            ] <sup>73</sup>
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[Cash Settlement Currency:]	[            ] <sup>74</sup>
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<sup>71</sup> If the ISDA Settlement Matrix applies to the relevant transaction in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election, parties need not include this line item unless they wish to vary that election. Otherwise include.

<sup>72</sup> If the ISDA Settlement Matrix applies to the relevant transaction in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election, parties need not include this line item unless they wish to vary that election. Otherwise include, unless relying on the presumption in Section 18.2(c) of the 2006 Definitions that the Cash Settlement Valuation Date is two Valuation Business Days preceding the Mandatory Early Termination Date, or determined as indicated for the currency and, if relevant, Floating Rate Option in Section 18.2(d) of the 2006 ISDA Definitions.

<sup>73</sup> Cash Price, Cash Price - Alternate Method, Par Yield Curve - Adjusted, Par Yield Curve - Unadjusted or Zero Coupon Curve - Adjusted. If the ISDA Settlement Matrix applies to the relevant transaction in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election, parties need not include this line item unless they wish to vary that election. Otherwise include.

<sup>74</sup> Include if Cash Price or Cash Price - Alternate Method is the applicable Cash Settlement Method and the intended Cash Settlement Currency is not (a) the currency of the Swap Transaction (if a single currency interest rate swap) or (b) the Termination Currency specified in the relevant ISDA Master Agreement, or, if none, the currency in which Fixed Amount(s) under the Swap Transaction are payable (if the Swap Transaction is a cross-currency swap).

Settlement Rate: [ISDA Source]/[Other Price Source [plus details]]/[Reference Banks]<sup>75</sup>

Cash Settlement Reference Banks: [Specify]

Quotation Rate: [bid/mid/ask]<sup>71</sup>

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<sup>75</sup> Include if Par Yield Curve - Adjusted, Par Yield Curve - Unadjusted or Zero Coupon Curve - Adjusted is the specified Cash Settlement Method, although where the ISDA Settlement Matrix applies in accordance with Section 19.1 of the 2006 ISDA Definitions and provides an applicable election, the parties need not include this line item unless they wish to vary that election.

**EXHIBIT II-H**  
**to 2006 ISDA Definitions**

**Additional Provisions for a  
Confirmation of a Swap Transaction  
that is a Mark-to-market Currency Swap**

[See Exhibit I for the introduction, standard paragraphs and closing for the Confirmation.]

[Relevant elections specified in the ISDA MTM Matrix will apply to this Confirmation as provided by Section 10.3 of the 2006 ISDA Definitions except to the extent that the following terms are inconsistent with those elections.]

1. The Swap Transaction to which this Confirmation relates is a Mark-to-market Currency Swap, the terms of which are as follows:

Trade Date:	[            ]
Effective Date:	[            ]
Termination Date:	[            ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention] <sup>76</sup>
Constant Currency Payer:	[Party A/B]
Variable Currency Payer:	[Party B/A]
[Currency Exchange Rate:]	[            ]
Fixed Amounts:	
Fixed Rate Payer:	[Party A/B]
Fixed Rate Payer Currency Amount:	[            ] <sup>77</sup>
Fixed Rate Payer Payment Dates [or Period End Dates, if Delayed Payment or Early Payment applies]:	[            ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention] <sup>78</sup>

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<sup>76</sup> If the parties want to provide that the Termination Date will be adjusted in accordance with a Business Day Convention (and, accordingly, that the final Calculation Period will be shortened or lengthened), the appropriate Business Day Convention must be specified.

<sup>77</sup> If the Fixed Rate Payer is also the Variable Currency Payer, parties may choose to specify an amount and indicate that it is “subject to adjustment in accordance with Article 10 of the 2006 ISDA Definitions” or specify “For each Calculation Period, the Variable Currency Amount determined for that Calculation Period in accordance with Article 10 of the 2006 Definitions”.

<sup>78</sup> Bracketed language is not necessary if Payment Dates and Period End Dates are to be adjusted in accordance with the Modified Following Business Day Convention, as provided in the 2006 ISDA Definitions.



Fixed Amount [or Fixed Rate and  
Fixed Rate Day Count Fraction]: [ ]

Floating Amounts:

Floating Rate Payer: [Party B/A]

Floating Rate Payer Currency  
Amount: [ ]<sup>79</sup>

Floating Rate Payer Payment Dates  
[or Period End Dates, if Delayed  
Payment or Early Payment applies]: [ ] [, subject to adjustment in  
accordance with the [Following/Modified  
Following/Preceding] Business Day  
Convention]<sup>78</sup>

[Floating Rate for initial Calculation  
Period:] [ ]

Floating Rate Option: [ ]

Designated Maturity: [ ]

Spread: [Plus/Minus %] [None]

Floating Rate Day Count Fraction: [ ]

Reset Dates: [ ] [, subject to adjustment in  
accordance with the [Following/Modified  
Following/Preceding] Business Day  
Convention]<sup>80</sup>

[Rate Cut-off Dates:] [ ]

[Method of Averaging:] [Unweighted/Weighted Average]

Compounding: [Applicable/Inapplicable]

[Compounding Dates:] [ ]

[Discounting:

Discount Rate: [ ]

Discount Rate Day Count Fraction:] [ ]

<sup>79</sup> If the Floating Rate Payer is also the Variable Currency Payer, parties may choose to specify an amount and indicate that it is “subject to adjustment in accordance with Article 10 of the 2006 ISDA Definitions” or specify “For each Calculation Period, the Variable Currency Amount determined for that Calculation Period in accordance with Article 10 of the 2006 Definitions”.

<sup>80</sup> Bracketed language is not necessary if Reset Dates are to be adjusted in accordance with the Business Day Convention applicable to Payment Dates.

## [Initial Exchange:

Initial Exchange Date: [ ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention]<sup>81</sup>

Party A Initial Exchange Amount: [ ]<sup>82</sup>

Party B Initial Exchange Amount:] [ ]<sup>83</sup>

## [Interim Exchange:

Interim Exchange Date: [ ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention]<sup>81</sup>

Party A Interim Exchange Amount: [ ]

Party B Interim Exchange Amount:] [ ]

## [Final Exchange:

Final Exchange Date: [ ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention]<sup>81</sup>

Party A Final Exchange Amount: [ ]<sup>84</sup>

Party B Final Exchange Amount:] [ ]<sup>85</sup>

[Business Days for [first currency]:] [ ]

[Business Days for [second currency]:] [ ]

[Business Day Convention: [Following/Modified Following/Preceding]]<sup>86</sup>

<sup>81</sup> Bracketed language is not necessary if this date is to be adjusted in accordance with the Modified Following Business Day Convention, as provided in the 2006 ISDA Definitions.

<sup>82</sup> If Party A is the Variable Currency Payer and the Mark-to-market Currency Swap is a forward starting transaction where the Initial Exchange Amount in respect of the Variable Currency Payer is to be determined by reference to the Currency Exchange Rate, the Party A Initial Exchange Amount should be defined as “The Variable Currency Amount determined for the initial Calculation Period”.

<sup>83</sup> If Party B is the Variable Currency Payer and the Mark-to-market Currency Swap is a forward starting transaction where the Initial Exchange Amount in respect of the Variable Currency Payer is to be determined by reference to the Currency Exchange Rate, the Party B Initial Exchange Amount should be defined as “The Variable Currency Amount determined for the initial Calculation Period”.

<sup>84</sup> If Party A is the Variable Currency Payer, parties may choose to specify that the Party A Final Exchange Amount will be “the Variable Currency Amount determined for the final Calculation Period”.

<sup>85</sup> If Party B is the Variable Currency Payer, parties may choose to specify that the Party B Final Exchange Amount will be “the Variable Currency Amount determined for the final Calculation Period”.

<sup>86</sup> If a Business Day Convention is to apply to all dates that are stated in the 2006 ISDA Definitions to be adjusted in accordance with the applicable Business Day Convention, that Business Day Convention can be specified here.

Calculation Agent: [ ]<sup>87</sup>

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<sup>87</sup>

If the Calculation Agent is a third party, the parties may wish to consider any documentation necessary to confirm its undertaking to act in that capacity.

**EXHIBIT III**  
**to 2006 ISDA Definitions**

**Definitions of Specific Terms for Certain  
Euro Floating Rate Options**

When one of the following Floating Rate Options is specified in a Confirmation in respect of any Swap Transaction, the terms specified shall have the meanings indicated for that Swap Transaction:

**A. EUR-EONIA-AVERAGE.**

“Effective Date” means (i) if the Trade Date occurs during the first fourteen days (inclusive) of a calendar month, the first day of such calendar month, or (ii) in any other case, the first day of the calendar month immediately following the Trade Date.

“Reset Date” means (i) in respect of the initial Calculation Period, the first TARGET Settlement Day of the month that is one calendar month after the month of the Effective Date and (ii) in respect of each subsequent Calculation Period, the first TARGET Settlement Day of each month during the Term of the Swap Transaction.

“Calculation Period” means (i) in respect of the initial Calculation Period, the period from, and including, the Effective Date to, but excluding, the first day of the calendar month immediately following the Effective Date and (ii) for each subsequent Calculation Period, the period from, and including, the last day of the preceding Calculation Period to, but excluding, the first day of the calendar month immediately following such last day.

“Payment Date” means the first TARGET Settlement Day following a Reset Date.

“Termination Date” means the final Payment Date.

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USD-SIFMA Municipal Swap Index.....	76	7.1(ab)(xl)
USD-TBILL-H.15.....	72	7.1(ab)(xxx)
USD-TBILL-H.15-Bloomberg .....	73	7.1(ab)(xxxix)
USD-TBILL-Secondary Market .....	73	7.1(ab)(xxxii)
USD-TIBOR-Reference Banks.....	74	7.1(ab)(xxxiii)
USD-Treasury Rate-ICAP BrokerTec .....	74	7.1(ab)(xxxv)
USD-Treasury Rate-SwapMarker99.....	74	7.1(ab)(xxxvi)
USD-Treasury Rate-SwapMarker100.....	75	7.1(ab)(xxxviii)
USD-Treasury Rate-T19901 .....	75	7.1(ab)(xxxvii)
USD-Treasury Rate-T500 .....	74	7.1(ab)(xxxiv)
Valuation Business Day .....	101	18.2(m)
Variable Currency .....	87	10.2(f)
Variable Currency Amount.....	87	10.2(c)
Variable Currency Payer.....	87	10.2(a)
Vietnamese Dong.....	6	1.7(an)

VND.....	6	1.7(an)
Weighted Average .....	15	6.2(a)(iii)(D)
Yen.....	4	1.7(p)
¥ .....	4	1.7(p)
ZAR .....	5	1.7(ae)
ZAR-DEPOSIT-Reference Banks .....	58	7.1(v)(vi)
ZAR-DEPOSIT-SAFEX.....	58	7.1(v)(v)
ZAR-JIBAR-Reference Banks.....	57	7.1(v)(ii)
ZAR-JIBAR-SAFEX .....	57	7.1(v)(i)
ZAR-PRIME-AVERAGE.....	58	7.1(v)(iii)
ZAR-PRIME-AVERAGE-Reference Banks .....	58	7.1(v)(iv)
Zero Coupon Yield - Adjusted.....	103	18.3(d)
Zero Interest Rate Method .....	20	6.4(d), 6.4(e)